

00-111-CD

UNITED COMPANIES LENDING CORPORATION -vs- JOHN R. RICE et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION
No. 00-111-00

TYPE OF PLEADING:
Complaint

CLASSIFICATION:
Mortgage Foreclosure

FILED ON BEHALF OF:
United Companies Lending
Corporation, Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:
Scott R. Calkins, Esquire
Pa. I.D. No. 19691
Orlando R. Sodini, Esquire
Pa. I.D. No. 19970

THOMPSON, CALKINS & SUTTER
510 Frick Building, 437 Grant Street
Pittsburgh, PA 15219
(412) 261-4050
Firm I.D. No. 050

CERTIFICATION:

I hereby certify that the:

ADDRESS OF PLAINTIFF IS:

ADDRESSES OF DEFENDANTS ARE:
John R. Rice and Nancy E. Rice
P.O. Box 83
Osceola Mills, PA 16666

LOCATION OF PROPERTY IS:

FILED

JAN 31 2000

William A. Shaw
Prothonotary

UNITED COMPANIES LENDING
CORPORATION,

Plaintiff

vs.

JOHN R. RICE and NANCY E. RICE, husband
and wife, and THE UNITED STATES OF
AMERICA,

Defendants

Attorney for Plaintiff

The United States of America
c/o U.S. Attorney
633 U.S. Post Office and Courthouse
Pittsburgh, PA 15219
R.D. 1, Box 970, Route 970
Decatur Township
Clearfield County, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

No.

UNITED COMPANIES LENDING
CORPORATION,

Plaintiff

vs.

JOHN R. RICE and NANCY E. RICE, husband
and wife, and THE UNITED STATES OF
AMERICA,

Defendants

NOTICE TO DEFEND

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.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

No.

UNITED COMPANIES LENDING CORPORATION,
Plaintiff
vs.
JOHN R. RICE and NANCY E. RICE, husband and wife, and THE UNITED STATES OF AMERICA,
Defendants

COMPLAINT IN MORTGAGE FORECLOSURE

UNITED COMPANIES LENDING CORPORATION, by its attorneys, SCOTT R. CALKINS, ESQUIRE, and THOMPSON, CALKINS & SUTTER, complains and says as follows:

1. Plaintiff is UNITED COMPANIES LENDING CORPORATION, a corporation existing under the laws of the State of Louisiana, with its principal office at 4041 Essen Lane, Baton Rouge, Louisiana 70809.

2. Defendants are JOHN R. RICE and NANCY E. RICE, husband and wife, adult individuals whose residence last known to Plaintiff is P.O. Box 83, Osceola Mills, Pennsylvania 16666.

3. THE UNITED STATES OF AMERICA is named as party Defendant pursuant to the provisions of §2410(a), Title 28 U.S.C. Said Defendant claims a lien on the property herein sought to be foreclosed, initially by the filing of a judgment in the Prothonotary's Office of Clearfield County at No. 680-99 CD, in the amount of \$3,369.00.

4. Defendants Rice executed and delivered to Plaintiff a Mortgage dated December 13, 1997, which was recorded in the Recorder's Office of Clearfield County in Mortgage Book Volume 1895, page 99 ("Mortgage"). The Mortgage secures a loan in the amount of \$20,600.00 evidenced by the Note from Defendants Rice to Plaintiff. True and correct copies of the Mortgage and Note are attached hereto as Exhibits "A" and "B", respectively.

5. The property subject to the Mortgage is located at R.D. 1, Box 970, Route 970, Decatur Township, Clearfield County, Pennsylvania ("Property"), and is described as follows:

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

BEGINNING at the Northeast corner of land of which this is a part; thence in a Southerly direction along the Western side of LR 17056, 84 feet to a point; thence in a Westerly direction 20 feet from and parallel to the Southern boundary line of premises of which this is a part, 382 feet to a point; thence in Northernly direction through land of which this is a part, 185 feet to a point on the Northern boundary line of land of which this is a part; thence in an Easterly direction along the Northern boundary line of land of which this is a part, 310 feet to point and place of beginning. CONTAINING approximately 1 acre.

HAVING erected thereon a building and a mobile home identified as No. 1938 M0126381 A38571428, known as R.D. 1, Box 970, Route 970, and being designated as Tax I.D. No. 112-013-241.

BEING the same premises which Thomas W. Wilson and Elsie Wilson, his wife, by their Deed dated May 26, 1995, and recorded in the Recorder's Office of Clearfield County in Deed Book Volume 1679, page 21, granted and conveyed unto John R. Rice and Nancy E. Rice, his wife.

5. Defendants failed to make the April 1999 payment and all subsequent payments as provided for in the Mortgage and Note.

6. Notice required by the Homeowners' Emergency Mortgage Assistance Act, Act 91 (35 P.S. §§1680.401c, et seq.), was mailed to Defendants Rice on August 6, 1999. True and correct copies of said Notices are attached hereto as Exhibit "C".

7. Defendants failed to meet with Plaintiff or an approved credit counseling agency, or apply for emergency mortgage assistance within the specified time period.

8. Pursuant to the provisions of Article IV, §§403-404 of Act No. 6 of the General Assembly of the Commonwealth of Pennsylvania enacted into law January 30, 1974, a Notice of Intention to Foreclose Mortgage was mailed to Defendants Rice on August 6, 1999, via certified mail, to their last known address and to the Property address. True and correct copies of said Notices are attached hereto as Exhibit "D".

9. Said Notices of Intention to Foreclose Mortgage mailed to Defendants Rice were received, as evidenced by the true and correct copies of the returned receipts attached hereto as Exhibit "E".

10.

The amount due and owing Plaintiff is as follows:

Unpaid Principal	\$ 19,446.79
Interest through 1/19/00	2,302.98
Late Charges through 1/19/00	164.60
Escrow Charges through 1/19/00	(76.51)
Additional Interest and Late Charges at the Contract Rate, Escrow Charges, and Tax and Insurance Payments from 1/20/00	To be added
Attorney's Fees	3,000.00
SUBTOTAL	\$ 24,837.86

WHEREFORE, Plaintiff demands judgment of mortgage foreclosure against the Property in the

said sum of \$24,837.86, plus additional interest and late charges at the contract rate, escrow charges, and tax and insurance payments from January 20, 2000.

Respectfully submitted,

THOMPSON, CALKINS & SUTTER

By: 

SCOTT R. CALKINS, ESQUIRE
Attorneys for Plaintiff

VERIFICATION

I, DEBBIE MAYEUX, DEFAULT MANAGEMENT SPECIALIST of United Companies Lending Corporation, hereby certify that I am authorized to make this Verification on behalf of United Companies Lending Corporation and that the facts contained in the foregoing Complaint which are within my personal knowledge are true and correct, and as to facts based upon information of others, I believe them to be true.

This Verification is made subject to the penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities

Jan 20, 2000
Date

Debbie Mayeux
Debbie Mayeux

Loan No: 006901001418
Borrower: JOHN R. RICE

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Data ID: 625

Tax Parcel Identification Number:

Return to: UNITED COMPANIES LENDING CORPORATION®
1600 VALLEY VIEW BLVD., #150
ALTOONA, PA 16602

[Space Above This Line For Recording Data]

MORTGAGE

NOTICE TO ASSIGNEE

NOTICE: This is a mortgage subject to special rules under the federal Truth in Lending Act. Purchasers or assignees of this mortgage could be liable for all claims and defenses with respect to the mortgage that the borrower could assert against the creditor.

THIS MORTGAGE ("Security Instrument") is given on the 13th day of December, 1997.
The mortgagor is JOHN R. RICE AND NANCY E. RICE, HUSBAND AND WIFE
whose address is PO BOX 83, OSCEOLA MILLS, PENNSYLVANIA 16666

("Borrower").

This Security Instrument is given to UNITED COMPANIES LENDING CORPORATION®, A CORPORATION, which is organized and existing under the laws of the State of LOUISIANA, and whose address is 4041 ESSEN LANE, BATON ROUGE, LOUISIANA 70809

("Lender").

Borrower owes Lender the principal sum of **TWENTY THOUSAND SIX HUNDRED and NO/100-----Dollars (U.S. \$ 20,600.00)**. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **January 1, 2008**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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 Lender the following described property located in **CLEARFIELD** County, Pennsylvania:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

MOBILE/MANUFACTURED HOME DESCRIPTION: 1988 M0126381 A38571428 UNKNOWN

Borrower, being the true and lawful owner of record of the Mobile Home being mortgaged with the property, declares that it is Borrower's intent that the mobile home lose its nature as personalty and become realty. Borrower further declares that the mobile home shall remain permanently attached as a part of the real property and will not be removed therefrom.



0069010014180130

ALL-STATE LEGAL®

PLAINTIFF'S
EXHIBIT

A

which has the address of PO BOX 83,

Pennsylvania

16666
[Zip Code]

[Street]

OSCEOLA MILLS,

[City]

("Property Address");

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 COVENANTS that Borrower is lawfully seised 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 and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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5. Hazard or 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty 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. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. 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.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, 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 approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument 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 under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 delivered or mailed 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.

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18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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 of up to \$50; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, 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.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 17 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 paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. 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 without charge to Borrower. Borrower shall pay any recordation costs.

23. 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.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. 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.

26. 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.

27. Agreement to Mediate or Arbitrate. Except as set forth below, all claims, counter-claims, disputes, legal controversies, and other matters in question arising out of, or relating to the extension of credit (the "Loan") by Lender to Borrower which is evidenced by the Note, this Security Instrument and all other instruments executed in conjunction with them (collectively the "Loan Agreements") shall be **MEDIATED** by the Borrower and the Lender. This means Borrower and Lender will use an impartial third party (the mediator) to try to resolve the disputed matters instead of filing a lawsuit. If Borrower and Lender cannot agree on the selection of a mediator for a dispute, the mediator shall be selected as follows: within 5 business days of the notice that either Borrower or Lender have decided to mediate, Borrower and Lender shall each name a mediator and notify that mediator and the other party of the selection. Within 5 business days of their selection the mediators shall jointly select an independent mediator to mediate the dispute. The mediation shall occur at a time and place mutually convenient to all parties within a fifty-mile radius of Borrower's residence but no later than 30 days after the mediator is selected.

Borrower and Lender agree to participate in the mediation in good faith with the intention of resolving the dispute, if possible. Legal counsel may, but is not required to, represent Borrower or Lender at the mediation. All mediation sessions will be private, and all information disclosed during the mediation will be confidential. The mediator may prescribe other rules for the mediation. Expenses of the mediation including the mediator's fee shall be shared equally between Lender and Borrower, if allowed by applicable law. Attorneys' fees and related expenses are each party's responsibility.

This Agreement to mediate is specifically enforceable.

If for any reason the mediation is not completed within 45 days after the mediator is selected, or if after the mediation, the dispute is still unresolved, such dispute shall be resolved solely and exclusively by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect to the extent allowed by applicable law **except as set forth below. THE ARBITRATION WILL TAKE THE PLACE OF ANY COURT PROCEEDING INCLUDING A TRIAL BEFORE A JUDGE OR A JUDGE AND JURY. ANY SUCH ARBITRATION SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS, AND NOT AS PART OF A COMMON OR CLASS ACTION. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED BY BORROWER AND LENDER THAT ANY PURPORTED COMMON ISSUES OF LAW OR FACT SHALL BE RESOLVED ON SUCH AN INDIVIDUAL BASIS. IF THE APPOINTED ARBITRATOR OR PANEL OF ARBITRATORS SHOULD AWARD ANY DAMAGES, SUCH DAMAGES SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES AND SHALL IN NO EVENT INCLUDE CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR TREBLE DAMAGES AS TO WHICH BORROWER AND LENDER EXPRESSLY WAIVE ANY RIGHT TO CLAIM TO THE FULLEST EXTENT PERMITTED BY LAW.** This agreement to arbitrate shall be specifically enforceable. The award rendered by the arbitration shall be final, nonappealable and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The laws applicable to the arbitration proceeding shall be Subchapter A of Chapter 73 of Title 42 of the Pennsylvania Consolidated Statutes. The arbitrators shall have no power to vary or modify any of the provisions of the Loan Agreements.

Borrower and Lender agree that the mediation and arbitration proceedings are confidential. The information disclosed in such proceedings cannot be used in subsequent litigation which may result from the dispute.

Borrower and Lender agree that the Loan Agreements executed in conjunction with this loan involve interstate commerce because the Borrower's loan is being (i) provided by a lender organized under the laws of, and with its principal place of business in, a state different than the state in which the Borrower resides and the property is located; (ii) made with funds provided by an institution chartered under the laws of either the United States or of another state and physically located in another state; (iii) made to be sold to one or more investors organized under the laws of and physically located in other states; (iv) made to be pooled to back securities issued by a trust organized under the laws of and physically located in other states and sold to investors organized under the laws of and physically located in other states; and (v) repaid by the Borrower on a monthly basis to the Lender in LOUISIANA for remittance to such out-of-state investors.

Notwithstanding the foregoing, this Agreement to mediate or arbitrate shall not apply with respect to either (i) the Lender's right, but not the obligation, to submit and to pursue in a court of law any actions related to the collection of the debt; (ii) foreclosure proceedings, whether pursuant to judicial action, power of sale, assent to a decree or otherwise, proceedings pursuant to which Lender seeks a deficiency judgment, or any comparable procedures allowed under applicable law pursuant to which a lien holder may acquire title to the Property which is security for this loan and any related personal property (including an assignment of rents or appointment of a receiver), upon a default by the Borrower under the mortgage loan documents; or (iii) an application by or on behalf of the Borrower for relief under the federal bankruptcy laws or any other similar laws of general application for the relief of debtors, through the institution of appropriate proceedings. These proceedings may be necessary as a matter of law.

28. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

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

Loan No: 006901001418
Borrower: JOHN R. RICE

Data ID: 625

LEGAL DESCRIPTION

Paste legal description here then photocopy. Attach to the Mortgage and file as one instrument.

EXHIBIT A

SITUATE, LYING AND BEING IN DECATUR TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LAND OF WHICH THIS IS A PART; THENCE IN A SOUTHERLY DIRECTION ALONG THE WESTERN SIDE OF LR 17056, EIGHTY-FOUR (84') FEET TO A POINT; THENCE IN A WESTERLY DIRECTION TWENTY (20') FEET FROM AND PARALLEL TO THE SOUTHRN BOUNDARY LINE OF PREMISES OF WHICH THIS IS A PART THREE HUNDRED EIGHTY-TWO (382') FEET TO A POINT; THENCE IN A NORTHERLY DIRECTION THROUGH LAND OF WHICH THIS IS A PART ONE HUNDRED EIGHTY-FIVE (185') FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF LAND OF WHICH THIS IS A PART; THENCE IN AN EASTERLY DIRECTION ALONG THE NORTHERN BOUNDARY LINE OF LAND WHICH THIS IS A PART THREE HUNDRED TEN (310') FEET TO A POINT AND PLACE OF BEGINNING. CONTAINING APPROXIMATELY ONE (1) ACRE.

ADDRESS: RD 1 BOX 970 (RT 970 DRANE HWY); OSCEOLA MILLS, PA TAX MAP OR PARCEL ID NO.: 112-013-28



0069010014180133

Loan No: 006901001418

Data ID: 625

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witness

Karen B Fisher
Karen B Fisher

Printed Name

Karen B Fisher
Karen B Fisher

Printed Name

I hereby CERTIFY that this document
 is recorded in the Recorder's Office of
 Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
 Recorder of Deeds

John R Rice (Seal)
 JOHN R. RICE —Borrower

Nancy E Rice (Seal)
 NANCY E. RICE —Borrower

____ (Seal)
 —Borrower

____ (Seal)
 —Borrower

[Space Below This Line For Acknowledgment]

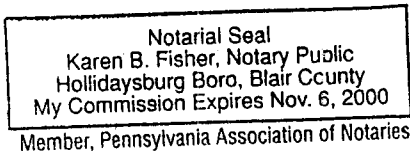
Commonwealth of PENNSYLVANIA
 County of *Blair*

§
§

On this the 13th day of December, 1997, before me, Karen B Fisher, the undersigned officer, personally appeared JOHN R. RICE AND NANCY E. RICE known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(Seal)



Karen B Fisher
Karen B Fisher
 Notary Public
 (Printed Name)

My commission expires: _____

I certify that the precise residence and address of the within-named Lender is: UNITED COMPANIES LENDING CORPORATION®, 4041 ESSEN LANE, BATON ROUGE, LOUISIANA 70809

Signature:

Karen B Fisher
 (Agent on behalf of Lender)

12-17-97
 CLEARFIELD COUNTY
 ENTERED OF RECORD
 TIME 12:42 PM
 BY N.R.F.I.S.
 FEES 21.50
 Karen L. Starck, Recorder

Entered of Record Dec-17, 1997 12:42 PM Karen L. Starck, Recorder 4/96

(Page 7 of 7 Pages)

NOTE

December 13, 1997

OSCEOLA MILLS
[City]PENNSYLVANIA
[State]PO BOX 83
OSCEOLA MILLS, PENNSYLVANIA 16666
[Property Address]**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 20,600.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is

UNITED COMPANIES LENDING CORPORATION®

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 14.750%.

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 payments every month.

I will make my monthly payments on the first day of each month beginning on February 1, 1998.

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. My monthly payments will be applied to interest before principal. If, on January 1, 2008, 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 P.O. Box 215, Memphis, Tennessee 38101-0215, 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. \$ 329.20.

4. BORROWER'S RIGHT TO PREPAY

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 MAKE A FULL PREPAYMENT OR PARTIAL PREPAYMENTS WITHOUT PAYING ANY PREPAYMENT CHARGE. IF THIS NOTE IS NOT IN DEFAULT, THE NOTE HOLDER WILL USE ALL OF MY PREPAYMENTS TO REDUCE THE AMOUNT OF PRINCIPAL THAT I OWE UNDER THIS 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. MY PARTIAL PREPAYMENT MAY REDUCE THE AMOUNT OF MY MONTHLY PAYMENTS AFTER THE FIRST CHANGE DATE FOLLOWING MY PARTIAL PREPAYMENT. HOWEVER, ANY REDUCTION DUE TO MY PARTIAL PREPAYMENT MAY BE OFFSET BY AN INTEREST RATE INCREASE.

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: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) 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.

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge 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 the lesser of U.S. \$5.00 or 5.00% of the payment. I will pay this late charge only once on any 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 which 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 delivered or mailed to me.

(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. Those expenses include, for example, reasonable attorneys' fees.



ALL-STATE LEGAL®

PLAINTIFF'S
EXHIBIT

B



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 written notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given 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. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. 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:

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

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 delivered or mailed 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.


JOHN R. RICE —Borrower.....(Seal)


NANCY E. RICE —Borrower.....(Seal)

.....(Seal)
—Borrower

.....(Seal)
—Borrower

NOTICE TO ASSIGNEE

NOTICE: This is a mortgage subject to special rules under the federal Truth in Lending Act. Purchasers or assignees of this mortgage could be liable for all claims and defenses with respect to the mortgage that the borrower could assert against the creditor.

THOMPSON, CALKINS & SUTTER

ATTORNEYS AT LAW

SUITE 510-FRICK BUILDING

437 GRANT STREET

PITTSBURGH, PENNSYLVANIA 15219-6160

AREA CODE 412 261-4050

FAX: 412 261-2280

GEORGE H. THOMPSON
SCOTT R. CALKINS
PAUL E. SUTTER
TONI J. MINNER
ORLANDO R. SODINI
HILARY S. DANINHIRSCH

August 6, 1999

ACT 91 NOTICE

**IMPORTANT: NOTICE OF HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM
PLEASE READ THIS NOTICE.**

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE
WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE
MORTGAGE PAYMENTS**

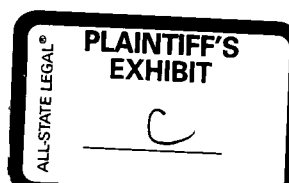
John R. Rice
Route 970 Road
Osceola Mills, PA 16666

**RE: United Companies Lending Corporation
Loan No. 069-010-01418**

Dear Mr. Rice:

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with the provisions of the Homeowners' Emergency Mortgage Assistance Act of 1983 (the "Act"). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control, you have a reasonable prospect of resuming your mortgage payments, and if you meet other eligibility requirements established by the Pennsylvania Housing Finance Agency. Please read all of this Notice. It contains an explanation of your rights.

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 a representative of this lender, or with a designated consumer credit counselling agency. The purpose of this meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. This meeting must occur in the next thirty (30) days.



John R. Rice
August 6, 1999
PAGE TWO

If you attend a face-to-face meeting with this lender, or with a consumer credit counselling agency identified in this Notice, no further proceeding in mortgage foreclosure may take place for thirty (30) days after the date of this meeting. The name, address and telephone number of our representative is:

Scott R. Calkins, Esquire
Thompson, Calkins and Sutter
Frick Building, Suite 510
437 Grant Street
Pittsburgh, Pennsylvania 15219
Telephone No.: 1-412-261-4050

The names and addresses of designated consumer credit counselling agencies are shown on the attached sheet. It is only necessary to schedule one face-to-face meeting. You should advise us immediately of your intentions.

Your mortgage is in default because you have failed to pay promptly installments of principal and interest, as required, for a period of at least sixty (60) days. The total amount of the delinquency is \$1,670.02 which includes the following:

\$1,790.80 representing the monthly payments due for April 1999 through August 1999. Also, there are unpaid late fees totalling \$75.00. Additionally, there is \$195.78 which is an amount that you paid, but it is not applied since it is not a full payment. After September 1, 1999, an additional \$358.16 will be due for the September payment, which will make the total due \$2,028.18.

If you have tried and are unable to resolve this problem at or after your face-to-face meeting, you have the right to apply for financial assistance from the Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance Application with one of the designated consumer credit counselling agencies listed on the attachment. An application for assistance may only be obtained from a consumer credit counselling agency. The consumer credit counselling agency will assist you in filling out your application and will submit your completed application to the Pennsylvania Housing Finance Agency. Your application must be filed or postmarked within thirty (30) days of your face-to-face meeting.

It is extremely important that you file your application promptly. If you do not do so, or if you do not follow the other time periods set forth in this letter, foreclosure may proceed against your home immediately.

John R. Rice
August 6, 1999
PAGE THREE

Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

It is extremely important that your application is accurate and complete in every respect. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that additional 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 that Agency of its decision on your application.

The Pennsylvania Housing Finance Agency is located at 2101 North Front Street, Post Office Box 8029, Harrisburg, PA 17105. Telephone number (717) 780-3800 or 1-800-342-2397 (toll free number). Persons with impaired hearing can call (717) 780-1869.

If you choose to exercise your rights described in this Notice, you cannot be foreclosed upon while you are receiving that assistance.

Very truly yours,



Scott R. Calkins

SRC/kec

John R. Rice
August 6, 1999
PAGE FOUR

CONSUMER CREDIT COUNSELING AGENCIES

KEYSTONE ECONOMIC DEVELOPMENT CORPORATION, 1954 Mary Grace Lane,
Johnstown, PA 15901; Telephone: (814) 535-6556; FAX: (814) 539-
1688

INDIANA COUNTY COMMUNITY ACTION PROGRAM, 827 Water Street, Box
187, Indiana, PA 15701; Telephone: (412) 465-2657; FAX: (412) 465-
5118

CONSUMER CREDIT COUNSELING SERVICE OF WESTERN PENNSYLVANIA, INC.,
500-02 3rd Avenue, Post Office Box 278, Duncansville, PA;
Telephone: (814) 696-3546

JOHN F. KENNEDY CENTER, INC., 2021 East 20th Street, Erie, PA
16510; Telephone: (814) 898-0400; FAX: (814) 898-1243

NORTHERN TIER COMMUNITY ACTION CORP., 135 W. Fourth Street,
Emporium, PA 15834; Telephone: (814) 486-1161; FAX: (814) 486-3370

GREATER ERIE COMMUNITY ACTION COMMITTEE, 18 West 9th Street, Erie,
PA 16501; Telephone: (814) 459-4581; FAX: (814) 456-0161

BOOKER T. WASHINGTON CENTER, 1720 Holland Street, Erie, PA 16503;
Telephone: (814) 453-5744; FAX: (814) 453-5749

WARREN-FOREST COUNTIES ECONOMIC OPPORTUNITY COUNCIL, 1209
Pennsylvania Avenue, West, P.O. Box 547, Warren, PA 16365;
Telephone: (814) 726-2400; FAX: (814) 723-0510

THOMPSON, CALKINS & SUTTER

ATTORNEYS AT LAW

SUITE 510-FRICK BUILDING

437 GRANT STREET

PITTSBURGH, PENNSYLVANIA 15219-6160

AREA CODE 412 261-4050

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August 6, 1999

ACT 91 NOTICE

**IMPORTANT: NOTICE OF HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM
PLEASE READ THIS NOTICE.**

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE
WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE
MORTGAGE PAYMENTS**

Nancy E. Rice
P.O. Box 83
Osceola Mills, PA 16666

**RE: United Companies Lending Corporation
Loan No. 069-010-01418**

Dear Ms. Rice:

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with the provisions of the Homeowners' Emergency Mortgage Assistance Act of 1983 (the "Act"). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control, you have a reasonable prospect of resuming your mortgage payments, and if you meet other eligibility requirements established by the Pennsylvania Housing Finance Agency. Please read all of this Notice. It contains an explanation of your rights.

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 a representative of this lender, or with a designated consumer credit counselling agency. The purpose of this meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. This meeting must occur in the next thirty (30) days.

Nancy E. Rice
August 6, 1999
PAGE TWO

If you attend a face-to-face meeting with this lender, or with a consumer credit counselling agency identified in this Notice, no further proceeding in mortgage foreclosure may take place for thirty (30) days after the date of this meeting. The name, address and telephone number of our representative is:

Scott R. Calkins, Esquire
Thompson, Calkins and Sutter
Frick Building, Suite 510
437 Grant Street
Pittsburgh, Pennsylvania 15219
Telephone No.: 1-412-261-4050

The names and addresses of designated consumer credit counselling agencies are shown on the attached sheet. It is only necessary to schedule one face-to-face meeting. You should advise us immediately of your intentions.

Your mortgage is in default because you have failed to pay promptly installments of principal and interest, as required, for a period of at least sixty (60) days. The total amount of the delinquency is \$1,670.02 which includes the following:

\$1,790.80 representing the monthly payments due for April 1999 through August 1999. Also, there are unpaid late fees totalling \$75.00. Additionally, there is \$195.78 which is an amount that you paid, but it is not applied since it is not a full payment. After September 1, 1999, an additional \$358.16 will be due for the September payment, which will make the total due \$2,028.18.

If you have tried and are unable to resolve this problem at or after your face-to-face meeting, you have the right to apply for financial assistance from the Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance Application with one of the designated consumer credit counselling agencies listed on the attachment. An application for assistance may only be obtained from a consumer credit counselling agency. The consumer credit counselling agency will assist you in filling out your application and will submit your completed application to the Pennsylvania Housing Finance Agency. Your application must be filed or postmarked within thirty (30) days of your face-to-face meeting.

It is extremely important that you file your application promptly. If you do not do so, or if you do not follow the other time periods set forth in this letter, foreclosure may proceed against your home immediately.

Nancy E. Rice
August 6, 1999
PAGE THREE

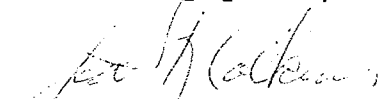
Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

It is extremely important that your application is accurate and complete in every respect. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that additional 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 that Agency of its decision on your application.

The Pennsylvania Housing Finance Agency is located at 2101 North Front Street, Post Office Box 8029, Harrisburg, PA 17105. Telephone number (717) 780-3800 or 1-800-342-2397 (toll free number). Persons with impaired hearing can call (717) 780-1869.

If you choose to exercise your rights described in this Notice, you cannot be foreclosed upon while you are receiving that assistance.

Very truly yours,


Scott R. Calkins

SRC/kec

Nancy E. Rice
August 6, 1999
PAGE FOUR

CONSUMER CREDIT COUNSELING AGENCIES

KEYSTONE ECONOMIC DEVELOPMENT CORPORATION, 1954 Mary Grace Lane, Johnstown, PA 15901; Telephone: (814) 535-6556; FAX: (814) 539-1688

INDIANA COUNTY COMMUNITY ACTION PROGRAM, 827 Water Street, Box 187, Indiana, PA 15701; Telephone: (412) 465-2657; FAX: (412) 465-5118

CONSUMER CREDIT COUNSELING SERVICE OF WESTERN PENNSYLVANIA, INC., 500-02 3rd Avenue, Post Office Box 278, Duncansville, PA; Telephone: (814) 696-3546

JOHN F. KENNEDY CENTER, INC., 2021 East 20th Street, Erie, PA 16510; Telephone: (814) 898-0400; FAX: (814) 898-1243

NORTHERN TIER COMMUNITY ACTION CORP., 135 W. Fourth Street, Emporium, PA 15834; Telephone: (814) 486-1161; FAX: (814) 486-3370

GREATER ERIE COMMUNITY ACTION COMMITTEE, 18 West 9th Street, Erie, PA 16501; Telephone: (814) 459-4581; FAX: (814) 456-0161

BOOKER T. WASHINGTON CENTER, 1720 Holland Street, Erie, PA 16503; Telephone: (814) 453-5744; FAX: (814) 453-5749

WARREN-FOREST COUNTIES ECONOMIC OPPORTUNITY COUNCIL, 1209 Pennsylvania Avenue, West, P.O. Box 547, Warren, PA 16365; Telephone: (814) 726-2400; FAX: (814) 723-0510

THOMPSON, CALKINS & SUTTER

ATTORNEYS AT LAW

SUITE 510-FRICK BUILDING

437 GRANT STREET

PITTSBURGH, PENNSYLVANIA 15219-6160

AREA CODE 412 261-4050

FAX: 412 261-2280

GEORGE H. THOMPSON
SCOTT R. CALKINS
PAUL E. SUTTER
TONI J. MINNER
ORLANDO R. SODINI
HILARY S. DANINHIRSCH

August 6, 1999

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

John R. Rice
Route 970 Road
Osceola Mills, PA16666

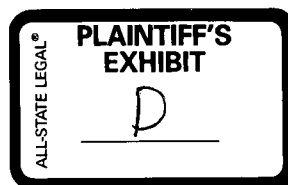
RE: United Companies Lending Corporation
Loan No. 069-010-01418

Dear Mr. Rice:

The MORTGAGE held by United Companies Lending Corporation (hereinafter "Lender") on your property located at Route 970 Road, Osceola Mills, Pennsylvania 16666, IS IN SERIOUS DEFAULT because you have not made the monthly payment of \$358.16 for the months April 1999 through August 1999. Also, there are unpaid late fees totalling \$75.00. Additionally, there is \$195.78 which is an amount that you paid, but it is not applied since it is not a full payment. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is \$1,670.02. After September 1, 1999 an additional \$358.16 will be due, for a total of \$2,028.18.

You may cure this default within THIRTY (30) DAYS of the date of this letter, by paying to us the above amount of \$1,670.02, plus any additional monthly payments and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order, payable to "United Companies Lending Corporation", and made at the office located at 3939 West Ridge Road, Suite A-110, Erie, Pennsylvania 16506, or you may mail your payment to the address on this letterhead to the attention of SCOTT R. CALKINS, ESQUIRE.

If you do not cure the default within THIRTY (30) DAYS, the Lender intend to exercise its right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off the original mortgage in monthly installments. If full



John R. Rice
August 6, 1999
PAGE TWO

payment of the amount of default is not made within THIRTY (30) DAYS, the Lender also intend to instruct us to start a law suit to foreclose your mortgaged property. If the mortgage is

foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the Lender refers your case us, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorneys' fees, actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorneys' fees even if they are over \$50.00. Any attorneys' fees will be added to whatever you owe the Lender, which may also include our reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay additional attorneys' fees.

The Lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

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 (1) hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorneys' fees and costs connected with the foreclosure sale, and perform any other requirements under the mortgage. It is estimated that the earliest date that such a Sheriff's sale could be held would be approximately December 1999. A notice of the 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 will be by calling us at the following number: (412) 261-4050. This payment must be in cash, cashier's check, certified check or money order and made payable to "United Companies Lending Corporation at the address stated above.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's sale, a law suit could be started to evict you.

You have additional rights to help protect your interest in the property. YOU 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. YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFEREE WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES AND ATTORNEYS' FEES AND COSTS ARE PAID PRIOR TO OR AT THE SALE, AND THAT THE OTHER

John R. Rice
August 4, 1999
PAGE THREE

REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED. CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three (3) times in any calendar year.

Very truly yours,


Scott R. Calkins

SRC/mcl

THOMPSON, CALKINS & SUTTER

ATTORNEYS AT LAW
SUITE 510-FRICK BUILDING
437 GRANT STREET
PITTSBURGH, PENNSYLVANIA 15219-6160
AREA CODE 412 261-4050

FAX: 412 261-2280

GEORGE H. THOMPSON
SCOTT R. CALKINS
PAUL E. SUTTER
TONI J. MINNER
ORLANDO R. SODINI
HILARY S. DANINHIRSCH

August 6, 1999

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

Nancy E. Rice
P.O. Box 83
Osceola Mills, PA16666

RE: United Companies Lending Corporation
Loan No. 069-010-01418

Dear Ms. Rice:

The MORTGAGE held by United Companies Lending Corporation (hereinafter "Lender") on your property located at Route 970 Road, Osceola Mills, Pennsylvania 16666, IS IN SERIOUS DEFAULT because you have not made the monthly payment of \$358.16 for the months April 1999 through August 1999. Also, there are unpaid late fees totalling \$75.00. Additionally, there is \$195.78 which is an amount that you paid, but it is not applied since it is not a full payment. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is \$1,670.02. After September 1, 1999 an additional \$358.16 will be due, for a total of \$2,028.18.

You may cure this default within THIRTY (30) DAYS of the date of this letter, by paying to us the above amount of \$1,670.02, plus any additional monthly payments and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order, payable to "United Companies Lending Corporation", and made at the office located at 3939 West Ridge Road, Suite A-110, Erie, Pennsylvania 16506, or you may mail your payment to the address on this letterhead to the attention of SCOTT R. CALKINS, ESQUIRE.

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Nancy E. Rice
August 6, 1999
PAGE TWO

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foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the Lender refers your case us, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorneys' fees, actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorneys' fees even if they are over \$50.00. Any attorneys' fees will be added to whatever you owe the Lender, which may also include our reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay additional attorneys' fees.

The Lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

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 (1) hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorneys' fees and costs connected with the foreclosure sale, and perform any other requirements under the mortgage. It is estimated that the earliest date that such a Sheriff's sale could be held would be approximately December 1999. A notice of the 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 will be by calling us at the following number: (412) 261-4050. This payment must be in cash, cashier's check, certified check or money order and made payable to "United Companies Lending Corporation at the address stated above.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's sale, a law suit could be started to evict you.

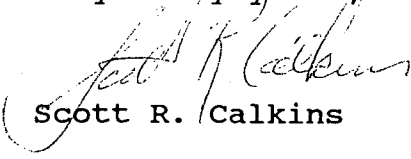
You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFEREE WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES AND ATTORNEYS' FEES AND COSTS ARE PAID PRIOR TO OR AT THE SALE, AND THAT THE OTHER

Nancy E. Rice
August 4, 1999
PAGE THREE

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If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three (3) times in any calendar year.

Very truly yours,



Scott R. Calkins

SRC/mcl

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- ☐ Complete items 1 and/or 2 for additional services.
☐ Complete items 3, 4a, and 4b.
☐ Print your name and address on the reverse of this form so that we can return this card to you.
☐ Attach this form to the front of the mailpiece, or on the back if space does not permit.
☐ Write "Return Receipt Requested" on the mailpiece below the article number.
☐ The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to give the following services an extra fee:

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

3. Article Addressed to:

JOHN R. RICE
P.O. BOX 83
OSCEOLA MILLS, PA 16666

4a. Article Number

Z 370 190 369

4b. Service Type

- ☐ Registered ☒ Certified
☐ Express Mail ☐ Insured
☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

8-18-99

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature (Addressee or Agent)

Nancy E. Rice

PS Form 3811, December 1994

102595-99-B-0223

Domestic Return Receipt

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- ☐ Complete items 1 and/or 2 for additional services.
☐ Complete items 3, 4a, and 4b.
☐ Print your name and address on the reverse of this form so that we can return this card to you.
☐ Attach this form to the front of the mailpiece, or on the back if space does not permit.
☐ Write "Return Receipt Requested" on the mailpiece below the article number.
☐ The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to give the following services an extra fee:

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

3. Article Addressed to:

NANCY E. RICE
ROUTE 970 ROAD
OSCEOLA MILLS, PA 16666

4a. Article Number

Z 370 190 371

4b. Service Type

- ☐ Registered ☒ Certified
☐ Express Mail ☐ Insured
☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

8-18-99

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature (Addressee or Agent)

Nancy E. Rice

PS Form 3811, December 1994

102595-99-B-0223

Domestic Return Receipt

ALL-STATE LEGAL®

PLAINTIFF'S
EXHIBIT

E

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- ☐ Complete items 1 and/or 2 for optional services.
Complete items 3, 4a, and 4b.
☐ Print your name and address on the reverse of this form so that we can return this card to you.
☐ Attach this form to the front of the mailpiece, or on the back if space does not permit.
☐ Write "Return Receipt Requested" on the mailpiece below the article number.
☐ The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (in extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

3. Article Addressed to:

JOHN R. RICE
ROUTE 970 ROAD
OSCEOLA MILLS, PA 16666

4a. Article Number

Z 370 190 370

4b. Service Type

- ☐ Registered ☒ Certified
☐ Express Mail ☐ Insured
☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

8-18-99

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature (Addressee or Agent)

Nancy E. Rice
Nancy E. Rice

PS Form 3811, December 1994

102595-99-B-0223

Domestic Return Receipt

Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- ☐ Complete items 1 and/or 2 for optional services.
Complete items 3, 4a, and 4b.
☐ Print your name and address on the reverse of this form so that we can return this card to you.
☐ Attach this form to the front of the mailpiece, or on the back if space does not permit.
☐ Write "Return Receipt Requested" on the mailpiece below the article number.
☐ The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (in extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

3. Article Addressed to:

NANCY E. RICE
P.O. BOX 83
OSCEOLA MILLS, PA 16666

4a. Article Number

Z 370 190 368

4b. Service Type

- ☐ Registered ☒ Certified
☐ Express Mail ☐ Insured
☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

8-18-99

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature (Addressee or Agent)

Nancy E. Rice
Nancy E. Rice

PS Form 3811, December 1994

102595-99-B-0223

Domestic Return Receipt

Thank you for using Return Receipt Service.

SCOTT R. CALKINS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
UNITED COMPANIES LENDING CORP. 00-111-CD
VS
RICE, JOHN R.

COMPLAINT IN MORTGAGE FORECLOSURE
SHERIFF RETURNS

NOW FEBRUARY 2, 2000 AT 10:42 AM EST SERVED THE WITHIN
COMPLAINT IN MORTGAGE FORECLOSURE ON NANCY E. RICE,
DEFENDANT AT RESIDENCE, PO BOX 83, OSCEOLA MILLS, CLEARFIELD
COUNTY, PENNSYLVANIA BY HANDING TO NANCY RICE A TRUE AND
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE
FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO.

NOW FEBRUARY 2, 2000 AT 10:42 AM EST SERVED THE WITHIN
COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN R. RICE, DEFENDANT
AT RESIDENCE, PO BOX 83, OSCEOLA MILLS, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO NANCY RICE, WIFE A TRUE AND
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE
FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO.

NOW FEBRUARY 7, 2000 SERVED THE WITHIN COMPLAINT IN MORTGAGE
FORECLOSURE ON THE UNITED STATES OF AMERICA, U.S. ATTORNEY
GENERAL, DEFENDANT BY CERT. MAIL #Z296062107 AT CIVIL DIV., B
BANKRUPTCY DEPT., CONSTITUTION AVE. & TENTH ST., N.W.
WASHINGTON, D.C. 20530 BEING THEIR LAST KNOWN ADDRESS. THE
RETURN RECEIPT IS HERETO ATTACHED AND MADE A PART OF THIS
RETURN ENDORSED BY ELWOOD C. ROBINSON.

NOW FEBRUARY 1, 2000, PETER DEFAZIO, SHERIFF OF ALLEGHENY
COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF
CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE
FORECLOSURE ON THE UNITED STATES OF AMERICA, DEFENDANT.

NOW FEBRUARY 8, 2000 SERVED THE WITHIN COMPLAINT IN MORTGAGE
FORECLOSURE ON THE UNITED STATES OF AMERICA, C/O U.S. ATTY.,
DEFENDANT BY DEPUTIZING THE SHERIFF OF ALLEGHENY COUNTY.
THE RETURN OF SHERIFF DEFAZIO IS HERETO ATTACHED AND MADE A
PART OF THIS RETURN STATING THAT HE SERVED NICOLE LANDA.

SCOTT R. CALKINS

UNITED COMPANIES LENDING CORP.
VS
RICE, JOHN R.

00-111-CD

CHARGES

COMPLAINT IN MORTGAGE FORECLOSURE

60.91 SHFF. HAWKINS PAID BY: ATTY.
28.00 SHFF. DEFAZIO PAID BY: ATTY.
3.00 NOTARY PAID BY: ATTY.
40.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

2nd DAY OF March 2000
William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

SO ANSWERS,

Chester A. Hawkins
by Marilyn Hamr
CHESTER A. HAWKINS
SHERIFF

FILED

MAR 02 2000

012581pm
William A. Shaw
Prothonotary
EA

C. 9202
110

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

436 GRANT STREET
PITTSBURGH, PA 15219-2496
PHONE (412) 350-4700
FAX (412) 350-6388

PETER R. DEFAZIO
Sheriff

DENNIS SKOSNIK
Chief Deputy

PLAINTIFF: UNITED COMPANIES LENDING CORPORATION

VS.

DEFT.: RICE, JOHN R. & NANCY E., & THE UNITED STATES OF AMERICA

DEFT.: THE UNITED STATES OF AMERICA

DEFT.: C/O U.S. ATTORNEY

GARNISHEE: _____

ADDRESS: 633 U.S. POST OFFICE & COURTHOUSE
PITTSBURGH, PA 15219

MUNICIPALITY OR CITY WARD: _____

ATTY: SCOTT R. CALKINS

DATE: JANUARY 27 ~~18~~ 2000

ADDRESS: BRICK BLVD - SUITE 510
PITTSBURGH, PA 15219

ATTY'S PHONE: (412) 261-4050

INDICATE TYPE OF SERVICE: ☒ PERSONAL ☒ PERSON IN CHARGE ☐ DEPUTIZE ☐ CERT. MAIL ☐ POSTED ☐ OTHER ☐ LEVY ☐ SEIZED & STORED

NOW: FEBRUARY 1 19 2000 I, SHERIFF OF Allegheny County, PA do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, with out liability on the part of such deputy herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

MAKE

MODEL

MOTOR NUMBER

SERIAL NUMBER

LICENSE NUMBER

SHERIFF'S OFFICE USE ONLY

I hearby CERTIFY and RETURN that on the 8 day of FEB, at 1055 o'clock, A.M./P.M. Address Above/ Address Below, County of Allegheny, Pennsylvania

I have served in the manner Described below:

- ☐ Defendant(s) personally served.
☐ Adult family member with whom said Defendant(s) reside(s). Name & Relationship _____
☐ Adult in charge of Defendant's residence who refused to give name or relationship.
☐ Manager/other person authorized to accept deliveries of United States Mail _____
☐ Agent or person in charge of Defendant(s) office or usual place of business.

☒ Other VIOLA LANDA
☐ Property Posted

Notarial Seal
Sheila R. O'Brien, Notary Public
Pittsburgh, Allegheny County
My Commission Expires June 19, 2000
Member, Pennsylvania Association of Notaries

Defendant not found because: ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other _____

☐ Certified Mail ☐ Receipt _____ ☐ Envelope Returned _____ ☐ Neither receipt or envelope returned: writ expired _____

☐ Regular Mail Why _____

You are hereby notified that on _____, 19 _____, levy was made in the case of _____
Possession/Sale has been set for _____, 19 _____ at _____ o'clock

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.

ATTEMPTS _____ / _____ / _____

Additional Costs Due \$ _____, This is
placed on writ when returned to Prothonotary. Please check
before satisfying case.

PETER R. DEFAZIO, Sheriff

BY: _____
(DEPUTY)

DISTRICT: _____

White Copy - Sheriff

Pink Copy - Attorney

SEND 53: 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:

THE UNITED STATES OF AMERICA
J.S. ATty. Gen. ,Civil Div.,
Bankruptcy Dept.
Constituion Ave & Tenth St.
N.W. Washington, D.C. 20530

2. Article Number (Copy from service label)

Z 296 062 107

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature

X

☐ Agent

☐ Addressee

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

Elwood C. Robinson
Elwood C. Robinson

3. Service Type

☒ Certified Mail ☐ Express Mail

☐ Registered ☐ Return Receipt for Merchandise

☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

CHESTER A. HAWKINS
Sheriff of Clearfield County
1 N. 2nd St. Suite 116
Clearfield, Pa. 16830

C-9202

2 296 062 107

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to
THE UNITED STATES OF AMERICA
U.S. Atty Gen. , Civil Div.,
Bankruptcy Dept., Constitution AV
Post Office, State, & ZIP Code
& Tenth St., N.W. Washington DC

Postage	\$ 165 20530
Certified Fee	140
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	\$ 25
Return Receipt Showing to Whom Date, & Addressee's Address	
TOTAL Postage & Fees	\$ 430

Postmark or Date

PS Form 3800, April 1995

Stick postage stamps to article to cover First-Class postage, certified mail fee, and charges for any selected optional services (See front).

1. If you want this receipt postmarked, stick the gummed stub to the right of the return address leaving the receipt attached, and present the article at a post office service window or hand it to your rural carrier (*no extra charge*).
2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return address of the article, date, detach, and retain the receipt, and mail the article.
3. If you want a return receipt, write the certified mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article **RETURN RECEIPT REQUESTED** adjacent to the number.
4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse **RESTRICTED DELIVERY** on the front of the article.
5. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.
6. Save this receipt and present it if you make an inquiry.

102595-99-M-0079

PS Form 3800, April 1995 (Reverse) 9202

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

UNITED COMPANIES LENDING CORPORATION,	)	CIVIL DIVISION
)	
	)	No. 00-111-CD
)	
Plaintiff,)	
	)	TYPE OF PLEADING:
vs.	)	Consent Judgment
)	
	)	CLASSIFICATION:
	)	Mortgage Foreclosure
JOHN R. RICE and NANCY E. RICE,)	
husband and wife, and THE UNITED STATES OF AMERICA,	)	FILED ON BEHALF OF:
	)	United Companies Lending Corporation
Defendants.)	
	)	COUNSEL OF RECORD
	)	FOR THIS PARTY:
	)	Scott R. Calkins, Esquire
	)	Pa. I.D. No. 19691
)	
	)	THOMPSON, CALKINS & SUTTER
	)	437 Grant Street
	)	510 Frick Building
	)	Pittsburgh, PA 15219
	)	(412) 261-4050
	)	Firm I.D. No. 050

FILED

1 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

UNITED COMPANIES LENDING)	
CORPORATION,)	
)	
Plaintiff,)	
)	
vs.	)	No. 00-111-CD
)	
JOHN R. RICE and NANCY E. RICE,)	
husband and wife, and THE UNITED)	
STATES OF AMERICA,)	
)	
Defendants.)	

CONSENT JUDGMENT

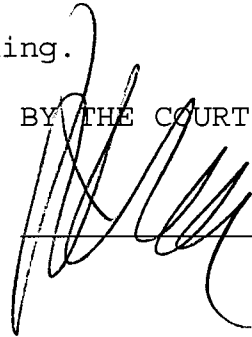
AND NOW, to wit, this 17th day of March,
2000, it appearing that counsel for plaintiff and counsel for
defendant, United States of America, have consented to the entry
of the within Order on behalf of their respective clients, it is
hereby ORDERED, ADJUDGED and DECREED that a judgment be entered
in favor of the plaintiff and against the United States of
America for foreclosure of the mortgage of plaintiff in the
within cause and for sale of the mortgaged property of defendants
John and Nancy Rice.

It is further ORDERED, ADJUDGED and DECREED that
defendant, United States of America, shall be notified by
plaintiff of the date, time and place scheduled for any sheriff's
sale of the real property of the aforesaid defendant(s); that the
United States of America shall be entitled to payment from the
proceeds of the sheriff's sale to the extent its proper priority
would entitle it to the same; and that the United States of

America shall be entitled to redeem the aforesaid property within 120 days from the date of sale, as provided by 28 U.S.C. § 2410.

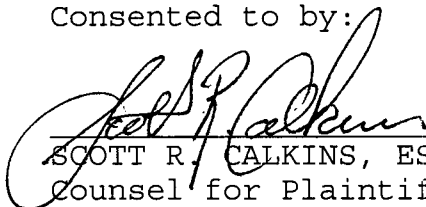
Nothing contained in the within Order shall, in any way, be construed as entry of a monetary judgment against the United States of America, but rather said judgment is limited to the foreclosure and sale of the real estate of the aforesaid defendant(s) in the within proceeding.

BY THE COURT:




_____ J.

Consented to by:



SCOTT R. CALKINS, ESQ.
Counsel for Plaintiff



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

UNITED COMPANIES LENDING
CORPORATION,

Plaintiff,

v.

⁵⁶ JOHN R. RICE and ⁷⁶ NANCY E. RICE,
husband and wife,

Defendants.

) CIVIL DIVISION
)
)
) No. 00-111-CD
)
) TYPE OF PLEADING:
) Praecipe for Judgment for Failure to
) Plead and Affidavit of Nonmilitary
) Service
)
)
) FILED ON BEHALF OF:
) United Companies Lending
) Corporation, Plaintiff
)
) COUNSEL OF RECORD FOR
) THIS PARTY:
) Scott R. Calkins, Esquire
) Pa. I.D. No. 19691
)
) THOMPSON, CALKINS & SUTTER
) 510 Frick Building
) Pittsburgh, PA 15219
) (412) 261-4050
)
) Firm ID No. 050

FILED

MAR 30 2000

~~1970~~
William A. Shaw
Prothonotary

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

UNITED COMPANIES LENDING
CORPORATION,

Plaintiff,

v.

JOHN R. RICE and NANCY E. RICE,
husband and wife,

Defendants.

No. 00-111-CD

PRAECIPE FOR JUDGMENT FOR FAILURE TO PLEAD

TO THE PROTHONOTARY:

Please enter judgment in the above-captioned case in favor of Plaintiff and against Defendants for failure to timely file an Answer to Plaintiff's Complaint. Defendants were mailed the Notice required by Pa. R.C.P. 237.1 (Ten Day Notice) on March 13, 2000, copies of which are attached hereto.

The amount of the judgment is calculated as follows:

Unpaid Principal	\$19,446.79
Interest through 03/21/00	3,002.89
Late Charges through 03/21/00	115.00
Escrow Deficit	352.80
Non-Escrow Deficit.....	556.84
Additional Interest and Late Charges at the Contract Rate, Escrow Charges, and Insurance Payments from 03/21/00	To be added
Attorney's Fees and Court Costs	<u>3,250.00</u>
 TOTAL	 \$26,724.32

Respectfully submitted,

THOMPSON, CALKINS & SUTTER

By: 

SCOTT R. CALKINS, ESQUIRE
Attorneys for Plaintiff

Member, Pennsylvania Association of Notaries

FILED

1995 11 1
12:00 PM
Shaw
Notary

Atty Calkins pd

\$20.00

Not. to Del. J. Ric

Not. to Del. N. Ric

Statement to Atty Calkins

8/23

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

UNITED COMPANIES LENDING
CORPORATION,

Plaintiff,

vs.

JOHN R. RICE and NANCY E. RICE,
husband and wife,

Defendants.

CIVIL DIVISION

No. 00-111-CD

COPY

TO: John R. Rice
P.O. Box 83
Osceola Mills, PA 16666

DATE OF NOTICE: March 13, 2000

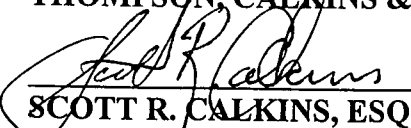
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THE CASE. 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:

LAWYER REFERRAL SERVICE

Keystone Legal Services
211 ½ East Locust Street
Clearfield, PA 16830
Telephone: (814) 765-9646

THOMPSON, CALKINS & SUTTER


SCOTT R. CALKINS, ESQUIRE

Attorney for the Plaintiff
Frick Building – Suite 510
437 Grant Street
Pittsburgh, PA 15219
(412)261-4050

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

UNITED COMPANIES LENDING
CORPORATION,

Plaintiff,

v.

JOHN R. RICE and NANCY E. RICE,
husband and wife,

Defendants.

No. 00-111-CD

NOTICE OF JUDGMENT

TO: John R. Rice
P.O. Box 83
Osceola Mills, PA 16666

You are hereby notified that on March 30, 2000, judgment was entered against you in the amount of \$26,724.32, plus additional interest and late charges at the contract rate, escrow charges, and tax and insurance payments from March 21, 2000.



Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COPY

UNITED COMPANIES LENDING
CORPORATION,

Plaintiff,

vs.

JOHN R. RICE and NANCY E. RICE,
husband and wife,

Defendants.

CIVIL DIVISION

No. 00-111-CD

TO: Nancy E. Rice
P.O. Box 83
Osceola Mills, PA 16666

DATE OF NOTICE: March 13, 2000

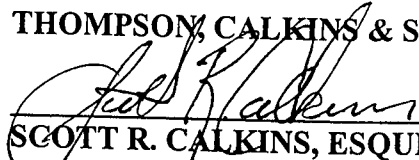
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THE CASE. 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:

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**Keystone Legal Services
211 ½ East Locust Street
Clearfield, PA 16830
Telephone: (814) 765-9646**

THOMPSON, CALKINS & SUTTER


SCOTT R. CALKINS, ESQUIRE
Attorney for the Plaintiff
Frick Building – Suite 510
437 Grant Street
Pittsburgh, PA 15219
(412)261-4050

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

UNITED COMPANIES LENDING
CORPORATION,

Plaintiff,

v.

JOHN R. RICE and NANCY E. RICE,
husband and wife,


Defendants.

No. 00-111-CD

NOTICE OF JUDGMENT

TO: Nancy E. Rice
P.O. Box 83
Osceola Mills, PA 16666

You are hereby notified that on March 30, 2000, judgment was entered against you in the amount of \$26,724.32, plus additional interest and late charges at the contract rate, escrow charges, and tax and insurance payments from March 21, 2000.



Prothonotary

COPY

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

UNITED COMPANIES LENDING CORPORATION

Plaintiff

No. 00-111-CD

vs.

Real Debt \$19,466.79

JOHN R. RICE and NANCY E. RICE

Atty's Comm _____

Defendant(s)

Costs _____

Int. From _____

Entry \$ 20.00

Instrument Default Judgment

Date of Entry March 30, 2000

Expires March 30, 2005

Certified from the record this 30th day of March, 2000

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, 20____, of defendant full
satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary
is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

FEDERMAN AND PHELAN
By: Frank Federman, Esquire
Suite 900
Two Penn Center Plaza
Philadelphia, Pa 19102
(215) 563-7000

UNITED COMPANIES LENDING CORPORATION

Plaintiff

v.

JOHN R. RICE & NANCY E. RICE,
Husband & wife, and the UNITED
STATES OF AMERICA,
Defendant(s)

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: NO. 00-111-CD

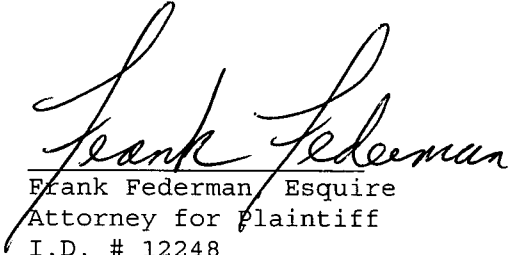
ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of Plaintiff, United Companies Lending Corporation, in the above captioned action.

DATE:

5-17-00


Frank Federman, Esquire
Attorney for Plaintiff
I.D. # 12248

FILED

MAY 18 2000

William A. Shaw
Prothonotary

FEDERMAN AND PHELAN
By: Frank Federman, Esquire
Suite 900
Two Penn Center Plaza
Philadelphia, Pa 19102
(215) 563-7000

UNITED COMPANIES LENDING CORPORATION

Plaintiff

v.

JOHN R. RICE & NANCY E. RICE,
Husband & wife, and the UNITED
STATES OF AMERICA,
Defendant(s)

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: NO. 00-111-CD

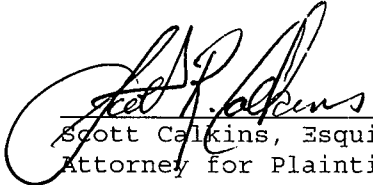
WITHDRAWAL OF APPEARANCE

TO THE PROTHONOTARY:

Kindly withdraw my appearance on behalf of Plaintiff, United Companies Lending Corporation, in the above captioned action.

DATE:

May 18, 2000


Scott Calkins, Esquire
Attorney for Plaintiff
I.D. # 19691

FILED
MAY 18 2000

FILED

MAY 23 2000

PRAECIPE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P. 3180-3183

United Companies
Lending Corporation

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

vs.

No. 00-111-CD Term 19 99

John R. Rice

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Nancy E. Rice

To the Director of the Office of Judicial Support


Issue writ of execution in the above matter:

Amount Due

\$25,070.42

Interest from 3/18/00

To sale at 4.08 per diem \$ 271.91 and cost


Attorney for the Plaintiff(s)

Note: Please attach description of Property.

FILED

AUG 04 2000

William A. Shaw
Prothonotary

No.	Term 19	E.D
No. 00-111-CD	Term 19	99 A.D.
No.	Term 19	J.D.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

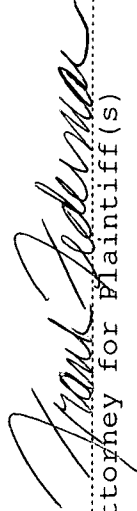
United Companies Lending Corporation

vs.

John R. Rice
Nancy E. Rice

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:


Attorney for Plaintiff(s)

Address:

Route 970 Road
Osceola Mills, PA 16666

Loan No: 006901001418
Borrower: JOHN R. RICE

Data ID: 625

LEGAL DESCRIPTION

Paste legal description here then photocopy. Attach to the Mortgage and file as one instrument.

EXHIBIT A

SITUATE, LYING AND BEING IN DECATUR TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LAND OF WHICH THIS IS A PART; THENCE IN A SOUTHERLY DIRECTION ALONG THE WESTERN SIDE OF LR 17056, EIGHTY-FOUR (84') FEET TO A POINT; THENCE IN A WESTERLY DIRECTION TWENTY (20') FEET FROM AND PARALLEL TO THE SOUTHRN BOUNDARY LINE OF PREMISES OF WHICH THIS IS A PART THREE HUNDRED EIGHTY-TWO (382') FEET TO A POINT; THENCE IN A NORTHERLY DIRECTION THROUGH LAND OF WHICH THIS IS A PART ONE HUNDRED EIGHTY-FIVE (185') FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF LAND OF WHICH THIS IS A PART; THENCE IN AN EASTERLY DIRECTION ALONG THE NORTHERN BOUNDARY LINE OF LAND WHICH THIS IS A PART THREE HUNDRED TEN (310') FEET TO A POINT AND PLACE OF BEGINNING. CONTAINING APPROXIMATELY ONE (1) ACRE.

ADDRESS: RD 1 BOX 970 (RT 970 DRANE HWY); OSCEOLA MILLS, PA TAX MAP OR PARCEL ID NO.: 112-013-28



0069010014180133

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

COPY

United Companies
Lending Corporation

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

vs.

No. _____ Term 19 ____ E.D.
No. 00-111-CD Term 19 99 A.D.
No. _____ Term 19 ____ J.D.

John R. Rice

WRIT OF EXECUTION
(Mortgage Foreclosure)

Nancy E. Rice
Commonwealth of Pennsylvania:

County of Lebanon

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

PREMISES: Route 970 Road, Osceola Mills, PA 16666
(See Legal Description attached)

Amount Due \$25,070.42

Interest from 3/18/00
To sale @ \$4.08 per diem \$ 271.91 and costs.



(Clerk) Office of the Prothy Support, Common Pleas Court of Lebanon County, Penna.

Dated August 4, 2000
(SEAL)

Loan No: 006901001418
Borrower: JOHN R. RICE

Data ID: 625

LEGAL DESCRIPTION

Paste legal description here then photocopy. Attach to the Mortgage and file as one instrument.

EXHIBIT A

SITUATE, LYING AND BEING IN DECATUR TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LAND OF WHICH THIS IS A PART; THENCE IN A SOUTHERLY DIRECTION ALONG THE WESTERN SIDE OF LR 17056, EIGHTY-FOUR (84') FEET TO A POINT; THENCE IN A WESTERLY DIRECTION TWENTY (20') FEET FROM AND PARALLEL TO THE SOUTHRN BOUNDARY LINE OF PREMISES OF WHICH THIS IS A PART THREE HUNDRED EIGHTY-TWO (382') FEET TO A POINT; THENCE IN A NORTHERLY DIRECTION THROUGH LAND OF WHICH THIS IS A PART ONE HUNDRED EIGHTY-FIVE (185') FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF LAND OF WHICH THIS IS A PART; THENCE IN AN EASTERLY DIRECTION ALONG THE NORTHERN BOUNDARY LINE OF LAND WHICH THIS IS A PART THREE HUNDRED TEN (310') FEET TO A POINT AND PLACE OF BEGINNING. CONTAINING APPROXIMATELY ONE (1) ACRE.

ADDRESS: RD 1 BOX 970 (RT 970 DRANE HWY); OSCEOLA MILLS, PA TAX MAP OR PARCEL ID NO.: 112-013-28



0069010014180133

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

United Companies
Lending Corporation

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

vs.

No. _____ Term 19 ____ E.D.
No. 00-111-CD Term 19 99 A.D.
No. _____ Term 19 ____ J.D.

John R. Rice

WRIT OF EXECUTION
(Mortgage Foreclosure)

Nancy E. Rice
Commonwealth of Pennsylvania:

County of Lebanon

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

PREMISES: Route 970 Road, Osceola Mills, PA 16666
(See Legal Description attached)

Amount Due \$25,070.42

Interest from 3/18/00

To sale @ \$4.08 per diem \$ 271.91 and costs.



(Clerk) Office of the Prothy Support, Common Pleas Court of Lebanon County, Penna.

Dated August 4, 2000 (SEAL)

RECEIVED AUG 4 2000

@ 3:20 PM

Chester A. Hanks
by Margaret W. Pitt

Loan No: 006901001418
Borrower: JOHN R. RICE

Data ID: 625

LEGAL DESCRIPTION

Paste legal description here then photocopy. Attach to the Mortgage and file as one instrument.

EXHIBIT A

SITUATE, LYING AND BEING IN DECATUR TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LAND OF WHICH THIS IS A PART; THENCE IN A SOUTHERLY DIRECTION ALONG THE WESTERN SIDE OF LR 17056, EIGHTY-FOUR (84') FEET TO A POINT; THENCE IN A WESTERLY DIRECTION TWENTY (20') FEET FROM AND PARALLEL TO THE SOUTHRN BOUNDARY LINE OF PREMISES OF WHICH THIS IS A PART THREE HUNDRED EIGHTY-TWO (382') FEET TO A POINT; THENCE IN A NORTHERLY DIRECTION THROUGH LAND OF WHICH THIS IS A PART ONE HUNDRED EIGHTY-FIVE (185') FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF LAND OF WHICH THIS IS A PART; THENCE IN AN EASTERLY DIRECTION ALONG THE NORTHERN BOUNDARY LINE OF LAND WHICH THIS IS A PART THREE HUNDRED TEN (310') FEET TO A POINT AND PLACE OF BEGINNING. CONTAINING APPROXIMATELY ONE (1) ACRE.

ADDRESS: RD 1 BOX 970 (RT 970 DRANE HWY); OSCEOLA MILLS, PA TAX MAP OR PARCEL ID NO.: 112-013-28



0069010014180133

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10053

UNITED COMPANIES LENDING CORP

00-111-CD

VS.

RICE, JOHN R. EX

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, SEPTEMBER 26, 2000, AT 11:25 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, DECEMBER 1, 2000, AT 10:00 AM.

NOW, SEPTEMBER 29, 2000, AT 10:13 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON JOHN RICE, DEFENDANT, AT HIS PLACE OF RESIDENCE, RD #1, BOX 970 (ROUTE 970 DRANE HIGHWAY), OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, 16666, BY HANDING TO JOHN RICE, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, SEPTEMBER 29, 2000, AT 10:13 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON JOHN RICE, HUSBAND OF NANCY E. RICE, DEFENDANT, AT HIS PLACE OF RESIDENCE, RD #1, BOX 970 (ROUTE 970 DRANE HIGHWAY), OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, 16666, BY HANDING TO JOHN RICE, HUSBAND OF NANCY E. RICE, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, OCTOBER 18, 2000, AT 3:52 PM O'CLOCK RECEIVED A FAX FROM MIDPENN LEGAL SERVICES THAT THE DEFENDANTS HAVE FILED FOR CHAPTER 13.

NOW, OCTOBER 19, 2000, FAXED TO FRANK FEDERMAN, ATTORNEY FOR THE PLAINTIFF A COPY OF THE CHAPTER 13 FOR JOHN AND NANCY E. RICE.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10053

UNITED COMPANIES LENDING CORP

00-111-CD

VS.

RICE, JOHN R. EX

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, OCTOBER 19, 2000, RECEIVED A FAX FROM PLAINTIFF'S ATTORNEY
THAT THE SALE IS TO BE STAYED AS DEFENDANTS HAVE FILED FOR
CHAPTER 13.

NOW, JULY 11, 2001, RETURN WRIT AS NO SALE HELD, DEFENDANTS FILED
FOR CHAPTER 13. PAID COSTS FROM ADVANCE AND MADE REFUND OF
UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$ 182.56

SURCHARGE 40.00

PAID BY ATTORNEY

FILED

JUL 11 2001

013.25
William A. Shaw
Prothonotary

ES

Sworn to Before Me This

11th Day Of July 2001

WILLIAM A. SHAW

Prothonotary

My Commission Expires
1st Monday in Jan. 2002
Clearfield Co. Clearfield, PA.

So Answers,

Chester A. Hawkins
by Margaret H. Pitt

Chester A. Hawkins

Sheriff



MidPenn Legal Services

2054 East College Avenue, State College, PA 16801
Phone 814-238-4958 800-326-9177 FAX 814-238-9504

October 18, 2000

Office of the Sheriff of Clearfield County
Clearfield County Courthouse
ATTN: Peggy
BY FAX:
814-765-6089

Dear Peggy:

Enclosed is a copy of the Chapter 13 petition filed on behalf of the Rices. Thank you for the information that you provided and please call if there are any questions.

Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Carl Mollica'.

Carl Mollica

COPY

Case# 00-27874

00-27874

United States Bankruptcy Court

Western District of Pennsylvania

Name of Debtor (if individual, enter Last, First, Middle): Rice, John R.	Name of Joint Debtor (Spouse)(Last, First, Middle): Rice, Nancy E. 00-27874 <i>bm</i>
All Other Names used by the Debtor in the last 6 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 6 years (include married, maiden, and trade names):
Soc. Sec./Tax I.D. No. (if more than one, state all): 160-30-9629	Soc. Sec./Tax I.D. No. (if more than one, state all): 170-30-8617
Street Address of Debtor (No. & Street, City, State & Zip Code): RD #1, Drane Highway Osceola Mills, PA 16666	Street Address of Joint Debtor (No. & Street, City, State & Zip Code): R.D. #1, Drane Highway Osceola Mills, PA 16666
County of Residence or of the Principal Place of Business: Clearfield	County of Residence or of the Principal Place of Business: Clearfield
Mailing Address of Debtor (if different from street address): P.O. Box 83 Osceola Mills, PA 16666	Mailing Address of Joint Debtor (if different from street address): P.O. Box 83 Osceola Mills, PA 16666

Location of Principal Assets of Business Debtor
(if different from address above):

VENUE (Check any applicable box)

- ☒ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.
- ☐ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

Type of Debtor (Check all boxes that apply) <input checked="" type="checkbox"/> Individual(s) <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker	Chapter or Section of Bankruptcy Code Under Which the Petition is Filed (Check one box) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Sec. 304 - Case ancillary to foreign proceeding <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input checked="" type="checkbox"/> Chapter 13
Nature of Debts (Check one box) <input checked="" type="checkbox"/> Consumer/Non-Business <input type="checkbox"/> Business	Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee Attached <input type="checkbox"/> Filing Fee to be paid in installments (Applicable to individuals only) Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form No. 3.
Chapter 11 Small Business (Check all boxes that apply) <input type="checkbox"/> Debtor is a small business as defined in 11 U.S.C. § 101 <input type="checkbox"/> Debtor is and elects to be considered a small business under 11 U.S.C. § 1121(e) (Optional)	

Statistical/Administrative Information (Estimates only)

- ☒ Debtor estimates that funds will be available for distribution to unsecured creditors.
- ☐ Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.

Estimated Number of Creditors	1-15	16-49	50-99	100-199	200-999	1000-over	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Estimated Assets							
\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	More than \$100 million
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Estimated Debts							
\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	More than \$100 million
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

THIS SPACE IS FOR COURT USE ONLY

00-27874

00-27874

COPY

Voluntary Petition <small>(This page must be completed and filed in every case.)</small>		Name of Debtors: John R. Rice Nancy E. Rice		Page 2
Prior Bankruptcy Case Filed Within Last 6 Years (If more than one, attach additional sheet)				
Location Where Filed: Pittsburgh, PA		Case Number: 93-23943BM		Date Filed: Appr. late 1993
Pending Bankruptcy Case Filed by any Spouse, Partner or Affiliate of this Debtor (If more than one, attach additional sheet)				
Name of Debtor: NONE		Case Number:		Date Filed:
District:		Relationship:		Judge:
Signatures				
Signature(s) of Debtor(s) (Individual/Joint) I declare under penalty of perjury that the information provided in this petition is true and correct. (If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7) I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.			Signature(s) of Debtor (Corporation/Partnership) I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor. The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.	
X <u>John R. Rice</u> ✓ Signature of Debtor			X _____ Signature of Authorized Individual	
X <u>Nancy E. Rice</u> ✓ Signature of Joint Debtor			_____ Print or Type Name of Authorized Individual	
Telephone Number (If not represented by attorney) <u>10/2/00</u> Date			_____ Title of Authorized Individual	
X <u>Carl Mollica</u> Signature of Attorney for Debtor(s) Carl Mollica Printed Name of Attorney for Debtor(s) MidPenn Legal Services Inc. Firm Name 2054 East College Avenue State College, PA 16801 Address _____ Telephone Number <u>814 238-4958</u> Date <u>10/2/00</u>			Signature of Non-Attorney Petition Preparer I certify that I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110, that I prepared this document for compensation, and that I have provided the debtor with a copy of this document. Not Applicable Printed Name of Bankruptcy Petition Preparer Not Applicable Social Security Number _____ Address _____ Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document:	
Exhibit A (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10 Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11) <input type="checkbox"/> Exhibit A is attached and made a part of this petition.			If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person. X Not Applicable Signature of Bankruptcy Petition Preparer _____ Date	
Exhibit B (To be completed if debtor is an individual whose debts are primarily consumer debts) I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he/she] may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, and have explained the relief available under each such chapter. X <u>Carl Mollica</u> <u>10/2/00</u> Signature of Attorney for Debtor(s) Date			A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. § 110; 18 U.S.C. § 156.	

COPY

FEDERMAN AND PHELAN, L.L.P.
Suite 900
Two Penn Center Plaza
Philadelphia, PA 19102-1799
215-563-7000
Main Fax 215-563-5534
Evan.Mahan@fedphe-pa.com

Evan Mahan
Legal Assistant

Representing Lenders in
Pennsylvania and New Jersey

October 19, 2000

Office of the Sheriff
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-6089

Attn: PEGGY

Re: UNITHE COMPANIES LENDING CORP.
V. JOHN R. RICE and NANCY E. RICE
NO. 00-111-CD
Premises: ROUTE 970 ROAD, OSCEOLA MILLS, PA 16666

Dear PEGGY:

Please STAY the Sheriff's Sale of the above referenced property, which is scheduled for DECEMBER 1, 2000.

The Defendant(s) filed a Chapter 13 Bankruptcy (#00-27874BM) On OCTOBER 1, 2000.

Please return the original writ of execution to the Prothonotary as soon as possible.

Yours truly



Evan Mahan
Federman and Phelan
/emm

cc: UC LENDING
Attn: BARBARA FREEMAN
Loan No 6901001418
(225-984-4228)

COPY

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NOW, _____, by virtue of the writ of execution hereunto attached, after having given due and legal notice of the time and place of sale, by publication in a newspaper published in this County, and by hand-bills posted on the premises, setting forth the time and place of sale, at the Court House, in Clearfield on the _____ day of _____ 2000, I ex-posed the within described real estate of

to public vendue or outcry at which time and place I sold the same to
he being the highest bidder, for the sum of \$ _____ and made the following appropriations, viz:

SHERIFF COSTS:

RDR _____	15.00
SERVICE _____	15.00
MILEAGE _____	10.40
LEVY _____	15.00
MILEAGE _____	10.40
POSTING _____	15.00
CSDS _____	10.00
COMMISSION _____ 2%	
POSTAGE _____	+ 3.96
HANDBILLS _____	15.00
DISTRIBUTION _____	15.00
ADVERTISING _____	15.00
ADD'L SERVICE _____	15.00
DEED _____	30.00
ADD'L POSTING _____	
ADD'L LEVY _____	
ADD'L MILEAGE _____	20.80
BID Phone _____	2.00
RETURNS/DEPUTIZE _____	
COPIES _____	5.00

TOTAL SHERIFF COSTS \$ 182.56

DEED COSTS:

REG & REC _____	\$ 15.50
ACKNOWLEDGEMENT _____	5.00
TRANSFER TAX 2% _____	

TOTAL DEED COSTS \$

DEBT & INTEREST:

AMOUNT DUE _____	\$ 25,070.42
Interest from 3/18/00 TO SALE	
@\$4.08 PER DIEM _____	
AND COSTS _____	271.91

TOTAL \$ 25,342.33

COSTS:

ATTORNEY FEES _____	—
PRO SATISFACTION _____	—
ADVERTISING _____	210.12
LATE CHARGE & FEES _____	—
TAXES-Collector _____	—
TAXES-Tax Claim _____	—
COSTS OF SUIT- TO BE ADDED _____	—
LIST OF LIENS _____	—
MORTGAGE SEARCH _____	—
COSTS _____	—
DEED COSTS _____	—
ATTORNEY COMMISSION _____	—
SHERIFF COSTS _____	182.56
LEGAL JOURNAL _____	72.00
REFUND OF ADVANCE _____	—
REFUND OF SURCHARGE _____	—

TOTAL COSTS

\$ 464.68

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE

UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN (10) TEN DAYS FROM THIS DATE.

CHESTER A. HAWKINS, SHERIFF

COPY

PRAECIPE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)

P.R.C.P. 3180-3183

UNITED COMPANIES LENDING
CORPORATION

: CLEARFIELD COUNTY

:

: COURT OF COMMON

: PLEAS

:

: CIVIL DIVISION

:

: NO. 00-111-CD

:

:

:

:

:

:

:

Plaintiff

vs.

JOHN R. RICE
ROUTE 970 ROAD
OSCEOLA MILLS, PA 16666
NANCY E. RICE
ROUTE 970 ROAD
OSCEOLA MILLS, PA 16666

Defendant(s)

TO THE DIRECTOR OF THE PROTHONOTARY:


Issue writ of execution in the above matter:

Amount Due

\$ 25,070.42

Interest from
3/19/00 (sale date)
(per diem - \$4.12)

\$ _____ and Costs


FRANK FEDERMAN, ESQUIRE
ONE PENN CENTER AT SUBURBAN STATION
SUITE 1400
PHILADELPHIA, PA 19103
Attorney for Plaintiff

Note: Please attach description of property.

FILED

FEB 13 2002

014:00/atty Federman pd \$20.00

William A. Shaw
Prothonotary

6 Writs Sheriff



No. 00-111-CD Term
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

UNITED COMPANIES LENDING CORPORATION

vs.

JOHN R. RICE
NANCY E. RICE

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:

Frank J. Hallman
Attorney for Plaintiff

Address: ROUTE 970 ROAD ROUTE 970 ROAD
 OSCEOLA MILLS, PA 16666 OSCEOLA MILLS, PA 16666

Where papers may be served.

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN DECATOR TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHEAST CORNER OF LAND OF WHICH THIS IS A PART; THENCE IN A SOUTHERLY DIRECTION ALONG THE WESTERN SIDE OF LR 17056, EIGHTY-FOUR (84') FEET TO A POINT; THENCE IN A WESTERLY DIRECTION TWENTY (20') FEET FROM AND PARALLEL TO THE SOUTHRN BOUNDARY LINE OF PREMISES OF WHICH THIS IS A PART THREE HUNDRED EIGHTY-TWO (382') FEET TO A POINT; THENCE IN A NORTHERLY DIRECTION THROUGH LAND OF WHICH THIS IS A PART ONE HUNDRED EIGHTY-FIVE (185') FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF LAND OF WHICH THIS IS A PART; THENCE IN AN EASTERLY DIRECTION ALONG THE NORTHERN BOUNDARY LINE OF LAND WHICH THIS IS A PART THREE HUNDRED TEN (310') FEET TO A POINT AND PLACE OF BEGINNING. CONTAINING APPROXIMATELY ONE (1) ACRE.

TAX PARCEL#112-013-241

TITLE TO SAID PREMISES VESTED IN JOHN R. RICE AND NANCY E. RICE FROM THOMAS W. WILSON AND ELSIE WILSON BY DEED DATED 5/26/1995, RECORDED 5/30/1995 IN BOOK #1679, PAGE 21.

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

UNITED COMPANIES LENDING
CORPORATION

Plaintiff

vs.

JOHN R. RICE
ROUTE 970 ROAD
OSCEOLA MILLS, PA 16666
NANCY E. RICE
ROUTE 970 ROAD
OSCEOLA MILLS, PA 16666

Defendant (s)

: CLEARFIELD COUNTY
:
:
: COURT OF COMMON
: PLEAS
:
:
: CIVIL DIVISION
:
: NO. 00-111-CD
:
:
:
:
:
:
:

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

PremisesROUTE 970 ROAD, OSCEOLA MILLS, PA 16666
(see attached legal description)

Amount Due	\$ 25,070.42
------------	--------------

Interest from 3/19/00 (sale date)
(per diem - \$4.12)

Total \$ 494.47 Plus Costs as endorsed

Willie L. L. L.

Clerk
Office of Prothonotary
Common Pleas Court of
CLEARFIELD County, PA

Dated: 2/13/02
(Seal)

No. 00-111-CD Term

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

UNITED COMPANIES LENDING CORPORATION

vs.

JOHN R. RICE
NANCY E. RICE

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Office of the Prothonotary

Judg. Fee

Cr.

Sat.

Frank Friedman
Attorney for Plaintiff

Address: ROUTE 970 ROAD ROUTE 970 ROAD
OSCEOLA MILLS, PA 16666 OSCEOLA MILLS, PA 16666

Where papers may be served.

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING
IN DECATOR TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND
DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHEAST CORNER OF LAND OF WHICH THIS IS A PART; THENCE
IN A SOUTHERLY DIRECTION ALONG THE WESTERN SIDE OF LR 17056, EIGHTY-FOUR
(84') FEET TO A POINT; THENCE IN A WESTERLY DIRECTION TWENTY (20') FEET
FROM AND PARALLEL TO THE SOUTHRN BOUNDARY LINE OF PREMISES OF WHICH THIS
IS A PART THREE HUNDRED EIGHTY-TWO (382') FEET TO A POINT; THENCE IN A
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ONE (1) ACRE.

TAX PARCEL#112-013-241

TITLE TO SAID PREMISES VESTED IN JOHN R. RICE AND NANCY E. RICE
FROM THOMAS W. WILSON AND ELSIE WILSON BY DEED DATED 5/26/1995,
RECORDED 5/30/1995 IN BOOK #1679, PAGE 21.

FEDERMAN AND PHELAN
BY: Francis S. Hallinan, Esquire
Identification No. 62695
One Penn Center at Suburban Station
Suite 1400
Philadelphia, PA 19103
(215) 563-7000

Attorney For Plaintiff

UNITED COMPANIES LENDING CORPORATION

COURT OF COMMON PLEAS
CIVIL DIVISION

Plaintiff

NO. 00-111-CD

v.

CLEARFIELD COUNTY

JOHN R. RICE
NANCY E. RICE

UNITED STATES OF AMERICA

Defendants

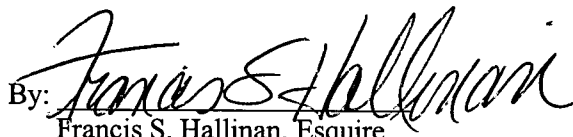
**SUGGESTION OF DEATH
RE: DEFENDANT JOHN R. RICE
AND RELEASE OF DEFENDANT'S LIABILITY**

COMMONWEALTH OF PENNSYLVANIA:

FRANCIS S. HALLINAN, ESQUIRE, attorney for the Plaintiff, hereby certifies that, to the best of his knowledge, information and belief, the Defendant, JOHN R. RICE, is deceased, and hereby releases JOHN, date of death: 11/22/00.

As the property was owned by the Defendants, as tenants by the entireties, upon JOHN'S death, co-defendant, NANCY E. RICE became sole owner of the mortgaged premises.

FEDERMAN AND PHELAN

By: 
Francis S. Hallinan, Esquire
Attorney for Plaintiff

Dated: 4/4/02

FILED

APR 08 2002

mll:ss/nocc
William A. Shaw
Prothonotary



FEDERMAN AND PHELAN
BY: Francis S. Hallinan, Esquire
Identification No. 62695
One Penn Center at Suburban Station
Suite 1400
Philadelphia, PA 19103
(215) 563-7000

Attorney For Plaintiff

UNITED COMPANIES LENDING CORPORATION

COURT OF COMMON PLEAS
CIVIL DIVISION

Plaintiff

NO. 01-111-CD

v.

CLEARFIELD COUNTY

JOHN R. RICE
NANCY E. RICE

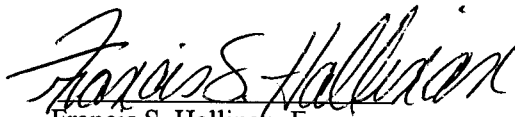
UNITED STATES OF AMERICA

Defendants

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of Suggestion of Death Re: JOHN R. RICE and Release of Defendant's Liability thereof was sent via first class mail to the following on the date listed below:

NANCY E. RICE
ROUTE 970 ROAD
OSCEOLA MILLS, PA 16666


Francis S. Hallinan, Esquire
Attorney for Plaintiff

Dated: 4-4-02

AFFIDAVIT OF SERVICE

PLAINTIFF

UNITED COMPANIES LENDING
CORPORATIONCLEARFIELD COUNTY
No. 00-111-CD

DEFENDANT(S)

JOHN R. RICE
NANCY E. RICEType of Action
- Notice of Sheriff's Sale

SERVE AT

ROUTE 970 ROAD
OSCEOLA MILLS, PA 16666

Sale Date: May 3, 2002

SERVED

Served and made known to Nancy E. Rice, Defendant, on the 28 day of
March, 2002, at 4:55, o'clock P.m., at 516 Stumptown Rd., Osceola Mills 16666

Commonwealth of Pennsylvania, in the manner described below:

☒ Defendant personally served.
☐ Adult family member with whom Defendant(s) reside(s). Relationship is _____
☐ Adult in charge of Defendant(s)'s residence who refused to give name or relationship.
☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).
☐ Agent or person in charge of Defendant(s)'s office or usual place of business.
☐ _____ an officer of said Defendant(s)'s company.
☐ Other: _____

Description: Age 63 Height 5'4" Weight 160 Race W Sex F Other _____

I, Thomas P. Chatham, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed
before me this 19th day
of March, 2002.
Notary:

By:

~~NOT SERVED~~

Notarial Seal
Monica Crilly, Notary Public
City of Altoona, Blair County
My Commission Expires Aug. 27, 2005

ATTEMPT SERVICE NLT THREE (3) TIMES

On the _____ day of _____, 200__, at _____ o'clock ____m., Defendant **NOT FOUND**
because:

____ Moved ____ Unknown ____ No Answer ____ Vacant

Other:

1st attempt _____, 2nd attempt _____, 3rd attempt _____
Date & Time Date & Time Date & Time

Sworn to and subscribed
before me this _____ day
of _____, 200 ____.
Notary:

By:

FILED

Loan #«LoanNo»

Attorney for Plaintiff

Frank Federman, Esquire - I.D. No. 12248
One Penn Center at Suburban Station- Suite 1400
Philadelphia, PA 19103
(215) 563-7000

APR 17 2002
m11:42/nocc
William A. Shaw
Prothonotary

E1
KES

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

UNITED COMPANIES LENDING CORPORATION)
)
Plaintiff) CIVIL DIVISION
vs.)
)
JOHN R. RICE)
NANCY E. RICE) NO. 00-111-CD
Defendant(s))

AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1

UNITED COMPANIES LENDING CORPORATION, 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 ROUTE 970 ROAD, OSCEOLA MILLS, PA 16666.

1. Name and address of owner(s) or reputed owner (s):

Name	Address (if address cannot be reasonably ascertained, please so indicate)
<u>JOHN R. RICE</u>	<u>ROUTE 970 ROAD</u> <u>OSCEOLA MILLS, PA 16666</u>
<u>NANCY E. RICE</u>	<u>ROUTE 970 ROAD</u> <u>OSCEOLA MILLS, PA 16666</u>

FILED

APR 17 2002

William A. Shaw
Prothonotary

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

Name	Address (if address cannot be reasonably ascertained, please so indicate)
<u>SAME AS ABOVE</u>	

3. Name and address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Name	Address (if address cannot be reasonably ascertained, please so indicate)
------	---

INTERNAL REVENUE SERVICE
FEDERATED INVESTORS TOWER

13TH FLOOR, SUITE 1300
1001 LIBERTY AVENUE
PITTSBURGH, PA 15222

U.S. DEPT. OF JUSTICE
U.S. ATTY-WESTERN DIST. OF PA
ATTN: MICHAEL COLVILLE, ESQ.

ASSISTANT U.S. ATTORNEY
663 U.S. POST OFFICE
AND COURTHOUSE
PITTSBURGH, PA 15219

AVCO FINANCIAL SERVICES CDC

269 NORTHLAND CENTER, SUITE
101-C
STATE COLLEGE, PA 16803

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

Name Address (if address cannot be reasonably ascertained, please so indicate)

BENEFICIAL CONSUMER DISCOUNT
COMPANY

1067 PENNSYLVANIA AVENUE
TYRONE, PA 16686

KEY FEDERAL SAVINGS BANK

1 AMES PLAZA
REHOBOTH, DE 19971

5. Name and address of every other person who has any record lien on the property:

Name Address (if address cannot be reasonably ascertained, please so indicate)

NONE

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:

Name Address (if address cannot be reasonably ascertained, please so indicate)

COMMONWEALTH OF PENNSYLVANIA
BUREAU OF INDIVIDUAL TAX
INHERITANCE TAX DIVISION
ATTN: JOHN MURPHY

6TH FLOOR, STRAWBERRY SQUARE
DEPT. #280601
HARRISBURG, PA 17128

DEPARTMENT OF PUBLIC WELFARE
TPL CASUALTY UNIT
ESTATE RECOVERY PROGRAM

P.O. BOX 8486
WILLOW OAK BUILDING
HARRISBURG, PA 17105-8486

INTERNAL REVENUE SERVICE
FEDERATED INVESTORS TOWER
THIRTEENTH FLOOR SUITE 1300

1001 LIBERTY AVENUE
PITTSBURGH, PA 15222

CLEARFIELD COUNTY DOMESTIC
RELATIONS DEPARTMENT

CLEARFIELD COUNTY COURTHOUSE
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:

Name Address (if address cannot be reasonably ascertained, please so indicate)

COMMONWEALTH OF PA
DEPT. OF WELFARE

P.O. BOX 2675
HARRISBURG, PA 17105

TENANT/OCCUPANT


ROUTE 970 ROAD
OSCEOLA MILLS, PA 16666

(Attach separate sheet if more space is needed)

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. #4904 relating to unsworn falsification to authorities.

April 12, 2002

Date

A handwritten signature in cursive script, reading "Frank Federman". The signature is written in dark ink and is positioned above a horizontal line.

FRANK FEDERMAN, ESQ.

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

RE: UNITED COMPANIES LENDING CORPORATION

) CIVIL ACTION
)

vs.

JOHN R. RICE
NANCY E. RICE

) CIVIL DIVISION
) NO 00-111-CD

AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD)

SS:

I, FRANK FEDERMAN, ESQUIRE attorney for **UNITED COMPANIES LENDING CORPORATION** hereby verify that on **3/22/02 & 4/12/02** true and correct copies of the Notice of Sheriff's sale were served by certificate of mailing to the recorded lienholders, and any known interested party see Exhibit "A" attached hereto. Notice of Sale was sent to the Defendant(s) on **3/22/02** by certified mail return receipt requested see Exhibit "B" attached hereto.

DATE: April 15, 2002

Frank Federman
FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

FILED

APR 19 2002
M2201NCC
William A. Shaw
Prothonotary *WAS*

7160 3901 9844 7040 3893

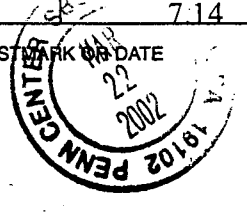
TO: INTERNAL REVENUE SERVICE
FEDERATED INVESTORS TOWER
13TH FLOOR, SUITE 1300
1001 LIBERTY AVENUE
PITTSBURGH, PA 15222

SENDER: TEAM2

REFERENCE: RICE

PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage	34
	Certified Fee	2.10
	Return Receipt Fee	1.50
	Restricted Delivery	3.20
	Total Postage & Fees	7.14

US Postal Service Receipt for Certified Mail <small>No Insurance Coverage Provided Do Not Use for International Mail</small>	POSTMARK OR DATE 
---	---

7160 3901 9844 7040 3855

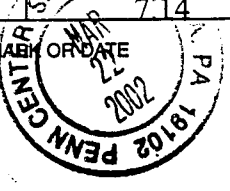
TO: NANCY E. RICE
ROUTE 970 ROAD
OSCEOLA MILLS, PA 16666

SENDER: TEAM2

REFERENCE: RICE

PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage	34
	Certified Fee	2.10
	Return Receipt Fee	1.50
	Restricted Delivery	3.20
	Total Postage & Fees	7.14

US Postal Service Receipt for Certified Mail <small>No Insurance Coverage Provided Do Not Use for International Mail</small>	POSTMARK OR DATE 
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7160 3901 9844 7040 3848

TO: JOHN R. RICE
ROUTE 970 ROAD
OSCEOLA MILLS, PA 16666

SENDER: TEAM2

REFERENCE: RICE

PS Form 3800, June 2000

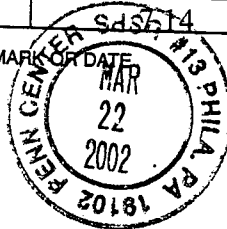
RETURN RECEIPT SERVICE	Postage	34
	Certified Fee	2.10
	Return Receipt Fee	1.50
	Restricted Delivery	3.20
	Total Postage & Fees	7.14

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE



7160 3901 9844 7040 3862

TO: JOHN R. RICE
P.O. BOX 83
OSCEOLA, PA 16666

SENDER: TEAM2

REFERENCE: RICE

PS Form 3800, June 2000

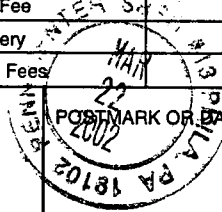
RETURN RECEIPT SERVICE	Postage	34
	Certified Fee	2.10
	Return Receipt Fee	1.50
	Restricted Delivery	3.20
	Total Postage & Fees	7.14

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE



7160 3901 9844 7040 3879

TO: NANCY E. RICE
P.O. BOX 83
OSCEOLA, PA 16666

SENDER: TEAM2

REFERENCE: RICE

PS Form 3800, June 2000

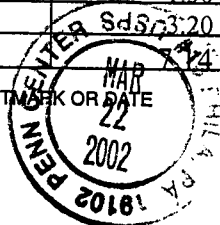
RETURN RECEIPT SERVICE	Postage	34
	Certified Fee	2.10
	Return Receipt Fee	1.50
	Restricted Delivery	3.20
	Total Postage & Fees	7.14

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE



7160 3901 9844 7040 3886

TO: U.S. DEPT. OF JUSTICE
U.S. ATTY-WESTERN DIST. OF PA
ATTN: MICHAEL COLVILLE, ESQ.
ASS'T. U.S. ATTY, 663 U.S. P.O.
AND COURTHOUSE
PITTSBURGH, PA 15219

SENDER: TEAM2

REFERENCE: RICE

PS Form 3800, June 2000

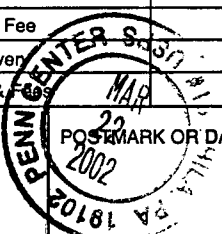
RETURN RECEIPT SERVICE	Postage	34
	Certified Fee	2.10
	Return Receipt Fee	1.50
	Restricted Delivery	3.20
	Total Postage & Fees	7.14

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

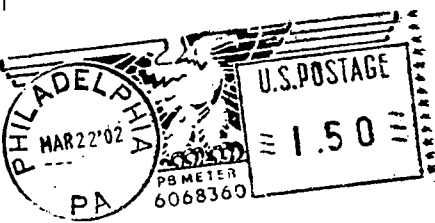
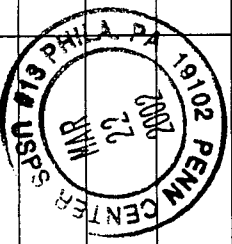


oName and
 Address
 of Sender


FEDERMAN & PHELAN
 ONE PENN CENTER, SUBURBAN STATION, SUITE 1400
 PHILADELPHIA, PA 19102

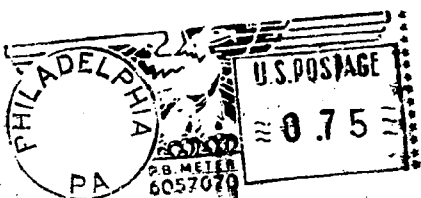
Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	GMW	TENANT/OCCUPANT ROUTE 970 ROAD OSCEOLA MILLS, PA 16666		
2		COMMONWEALTH OF PA DEPT OF WELFARE P.O. BOX 2675 HARRISBURG, PA 17105		
3		CLEARFIELD COUNTY DOMESTIC RELATIONS DEPARTMENT CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830		
4		AVCO FINANCIAL SERVICES CDC 269 NORTHLAND CENTER, SUITE 101-C STATE COLLEGE, PA 16803		
5		BENEFICIAL CONSUMER DISCOUNT COMPANY 1067 PENNSYLVANIA AVENUE TYRONE, PA 16686		
6		KEY FEDERAL SAVINGS BANK 1 AMES PLAZA REHOBETH, DE 19971		
7				
8				
9				
10				
11		RICE		
Total Number of Pieces Listed by Sender		Postmaster, Per (Name of Receiving Employee)		

6
 TEAM 2



Name and Address of Sender
FEDERMAN & PHELAN
 One Penn Center at Suburban, Suite 1400
 Philadelphia, PA 19103

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	****	COMMONWEALTH OF PENNSYLVANIA BUREAU OF INDIVIDUAL TAX INHERITANCE TAX DIVISION ATTN: JOHN MURPHY 6TH FLOOR, STRAWBERRY SQUARE DEPT. #280601 HARRISBURG, PA 17128		
2	****	DEPARTMENT OF PUBLIC WELFARE TPL CASUALTY UNIT ESTATE RECOVERY PROGRAM P.O. BOX 8486 WILLOW OAK BUILDING HARRISBURG, PA 17105-8486		
3	****	INTERNAL REVENUE SERVICE FEDERATED INVESTORS TOWER THIRTEENTH FLOOR SUITE 1300 1001 LIBERTY AVENUE PITTSBURGH, PA 15222		
4	****			
5				
6	****			
7	****			
8	****			
9	****			
10	****			
11	****			
12	****			
13	****			
14				
15				
Total Number of Pieces Listed by Sender 3		RE: RICE	TMD	
Total Number of Pieces Received at Post Office		Postmaster, Per (Name of Receiving Employee)		



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12126

UNITED COMPANIES LENDING CORPORATION

00-111-CD

VS.

RICE, JOHN R.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, APRIL 2, 2002, AT 9:06 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON NANCY RICE, DEFENDANT, AT HER PLACE OF RESIDENCE, ROUTE 970 ROAD, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, 16666, BY HANDING TO NANCY RICE, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, APRIL 2, 2002, DEPUTY WAS INFORMED THAT JOHN R. RICE, DEFENDANT, IS DECEASED.

NOW, APRIL 15, 2002, RECEIVED A FAX THAT SALE IS TO BE POSTPONED UNTIL FRIDAY, JUNE 7, 2002.

NOW, MAY 3, 2002, IT WAS ANNOUNCED THAT SALE IS CONTINUED UNTIL FRIDAY, JUNE 7, 2002.

NOW, JUNE 7, 2002, A SALE WAS HELD ON THE PROPERTY OF DEFENDANTS. PROPERTY WAS PURCHASED BY PLAINTIFF FOR FIFTEEN THOUSAND (\$15,000.00) DOLLARS PLUS COSTS.

NOW, JUNE 10, 2002, BILLED ATTORNEY FOR COSTS DUE.

NOW JULY 18, 2002 RECEIVED CHECK FROM ATTORNEY FOR COSTS.

NOW, AUGUST 2, 2002 CALLED ATTORNEY NEED \$8.01 FOR 2002 TAXES THAT ARE NOW IN PENALTY.

NOW, AUGUST 13, 2002 RECEIVED \$8.01 FROM ATTORNEY.

FILED
013:2461
SEP 25 2002

William A. Shaw
Prothonotary No cc

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12126

UNITED COMPANIES LENDING CORPORATION

00-111-CD

VS.

RICE, JOHN R.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, AUGUST 13, 2002 PAID COSTS FROM ADVANCE.

NOW, AUGUST 26, 2002 RECEIVED DEED ASSIGNMENT FROM ATTORNEY. HAD TO
BILL ATTORNEY \$5.50 FOR CHANGING DEED. NOW, SEPTEMBER 19, 2002
RECEIVED \$5.50 FROM ATTORNEY TO RECORD DEED.

NOW, SEPTEMBER 25, 2002 RETURNED WRIT AS SALE BEING HED. PROPERTY
PURCHASED BY THE PLAINTIFF FOR \$15,000.00 + COSTS.

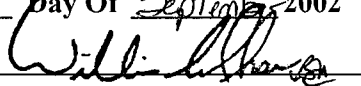
NOW, SEPTEMBER 25, 2002 DEED WAS FILED.

SHERIFF HAWKINS \$560.08


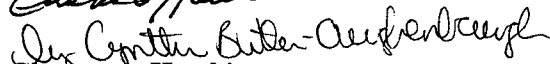
SURCHARGE \$40.00

PAID BY ATTORNEY

Sworn to Before Me This

25th Day Of September 2002


So Answers,



Chester A. Hawkins
Sheriff

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

UNITED COMPANIES LENDING
CORPORATION

Plaintiff

vs.

JOHN R. RICE
ROUTE 970 ROAD
OSCEOLA MILLS, PA 16666
NANCY E. RICE
ROUTE 970 ROAD
OSCEOLA MILLS, PA 16666

Defendant(s)

: CLEARFIELD COUNTY
:
: COURT OF COMMON
: PLEAS
:
: CIVIL DIVISION
:
: NO. 00-111-CD
:
:
:
:
:

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Premises ROUTE 970 ROAD, OSCEOLA MILLS, PA 16666
(see attached legal description)

Amount Due \$ 25,070.42

Interest from \$ _____
3/19/00 (sale date)
(per diem - \$4.12)

Total \$ 494.47 Plus Costs as endorsed

RECEIVED FEB 14 2002

@ 3:19 PM

Chester H. Hawkins
by Margaret H. Pratt

Dated: 2/13/02
(Seal)

William L. Lohan

Clerk
Office of Prothonotary
Common Pleas Court of
CLEARFIELD County, PA

No. 00-111-CD Term

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

UNITED COMPANIES LENDING CORPORATION

vs.

JOHN R. RICE
NANCY E. RICE

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Office of the Prothonotary

Judg. Fee

Cr.

Sat.

Frank J. Friedman

Attorney for Plaintiff

Address:

ROUTE 970 ROAD ROUTE 970 ROAD
OSCEOLA MILLS, PA 16666 OSCEOLA MILLS, PA 16666

Where papers may be served.

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING
IN DECATOR TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND
DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHEAST CORNER OF LAND OF WHICH THIS IS A PART; THENCE
IN A SOUTHERLY DIRECTION ALONG THE WESTERN SIDE OF LR 17056, EIGHTY-FOUR
(84') FEET TO A POINT; THENCE IN A WESTERLY DIRECTION TWENTY (20') FEET
FROM AND PARALLEL TO THE SOUTHRN BOUNDARY LINE OF PREMISES OF WHICH THIS
IS A PART THREE HUNDRED EIGHTY-TWO (382') FEET TO A POINT; THENCE IN A
NORTHERLY DIRECTION THROUGH LAND OF WHICH THIS IS A PART ONE HUNDRED
EIGHTY-FIVE (185') FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF LAND
OF WHICH THIS IS A PART; THENCE IN AN EASTERLY DIRECTION ALONG THE
NORTHERN BOUNDARY LINE OF LAND WHICH THIS IS A PART THREE HUNDRED TEN
(310') FEET TO A POINT AND PLACE OF BEGINNING. CONTAINING APPROXIMATELY
ONE (1) ACRE.

TAX PARCEL#112-013-241

TITLE TO SAID PREMISES VESTED IN JOHN R. RICE AND NANCY E. RICE
FROM THOMAS W. WILSON AND ELSIE WILSON BY DEED DATED 5/26/1995,
RECORDED 5/30/1995 IN BOOK #1679, PAGE 21.

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME RICE NO. 00-111-CD

NOW, SEptember 24, 2002, 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 the 7th day of JUNE 2002, I exposed the within described real estate of John R. Rice and Nancy E. Rice to public venue or outcry at which time and place I sold the same to UNITED COMPANIES LENDING CORP.

he/she being the highest bidder, for the sum of \$15,000.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	13.00
LEVY	15.00
MILEAGE	13.00
POSTING	15.00
CSDS	10.00
COMMISSION 2%	300.00
POSTAGE	4.08
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	39.00
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00

TOTAL SHERIFF COSTS 565.08

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	19.00
TRANSFER TAX 2%	
TOTAL DEED COSTS	19.00

DEBIT & INTEREST:

DEBT-AMOUNT DUE	25,070.42
INTEREST FROM 3/19/00 PER DIEM @ \$4.12	
TO BE ADDED TO SALE DATE	

TOTAL DEBT & INTEREST 25,070.42

COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	235.11
LATE CHARGES & FEES	
TAXES - collector	88.04
TAXES - tax claim	
DUE	
COST OF SUIT -TO BE ADDED	
LIEN SEARCH AND MORTGAGE	140.00
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	5.00
DEED COSTS	19.00
ATTORNEY COMMISSION	
SHERIFF COSTS	565.08
LEGAL JOURNAL AD	72.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	494.47
MORTGAGE SEARCH	
SATISFACTION FEE	
ESCROW DEFICIENCY	
MUNICIPAL LIEN	

TOTAL COSTS 1,618.70

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

FEDERMAN AND PHELAN, L.L.P.
One Penn Center at Suburban Station
1617 John F. Kennedy
Suite 1400
Philadelphia, PA 19103-1814
215-563-7000
Main Fax 215-563-5534
Trinity.McDaniel@fedphe-pa.com

Trinity McDaniel
Legal Assistant, Ext. 1256

Representing Lenders in
Pennsylvania and New Jersey

April 15, 2002

Office of the Sheriff
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

ATTENTION: PEGGY (814) 765-5915

Re: UNITED COMPANIES LENDING CORPORATION
v. JOHN R. RICE
No. 00-111-CD
Premises: ROUTE 970 ROAD, OSCEOLA MILLS, PA 16666

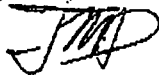
Dear Peggy:

Please postpone the Sheriff's Sale of the above referenced property, which is scheduled for MAY 3, 2002.

The postponement is necessary due to untimely service upon lienholders.

The property is to be re-listed for the JUNE 7, 2002 Sheriff's Sale.

Very truly yours,



Trinity McDaniel

cc: EMC MORTGAGE CORPORATION
Attention:
File No. 5081419