

00-717-CD

UNITED COMPANIES LENDING CORPORATION -vs- CARL W. Mc. LAW

FEDERMAN AND PHELAN  
By: FRANK FEDERMAN, ESQUIRE  
IDENTIFICATION NO. 12248  
TWO PENN CENTER PLAZA, SUITE 900  
PHILADELPHIA, PA 19102  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

UNITED COMPANIES LENDING CORPORATION  
8549 UNITED PLAZA BOULEVARD  
BATON ROUGE, LA 70809

COURT OF COMMON PLEAS  
CIVIL DIVISION

Plaintiff  
v.

TERM  
NO. 00-717-60

24 CARL W. MARTIN, JR. <sup>64</sup>  
24 A/K/A CARL MARTIN, JR.  
24 DENISE R. MARTIN <sup>64</sup>  
A/K/A DENISE MARTIN  
R.R. 3 BOX 138  
MORRISDALE, PA 16858

Defendant(s)

CLEARFIELD COUNTY

**CIVIL ACTION - LAW**  
**MORTGAGE FORECLOSURE**

**NOTICE**

\*\*THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY. \*\*

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

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

**FILED**

JUN 16 2000

William A. Shaw  
Prothonotary  
Loan # 18804589150

1. Plaintiff is

UNITED COMPANIES LENDING CORPORATION  
8549 UNITED PLAZA BOULEVARD  
BATON ROUGE, LA 70809

2. The name(s) and last known address(es) of the Defendant(s) are:

CARL W. MARTIN, JR.  
A/K/A CARL MARTIN, JR.  
DENISE R. MARTIN,  
A/K/A DENISE MARTIN  
R.R. 3 BOX 138  
MORRISDALE, PA 16858

who is/are the mortgagor(s) and real owner(s) of the property hereinafter described.

3. On 7/2/97 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to NORWEST MORTGAGE, INC., D/B/A DIRECTORS ACCEPTANCE which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1855, Page 502. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 6/30/98 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith. A copy of such notice is attached as Exhibit "A."

6. The following amounts are due on the mortgage:

Principal Balance	\$59,739.65
Interest	11,698.68
5/30/98 through 6/1/00 (Per Diem \$15.96)	
Attorney's Fees	2,986.00
Cumulative Late Charges 7/2/97 to 6/1/00	835.11
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	75,809.44
Escrow	
Credit	0.00
Deficit	<u>1,913.96</u>
Subtotal	<u>1,913.96</u>
TOTAL	\$77,723.40

7. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.00.
9. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because either:
- (i.) Defendant(s) have failed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendants,
  - (ii.) Defendant(s) application for assistance has been rejected by the Pennsylvania Housing Finance Agency, a true and correct copy of which is attached hereto as Exhibit "B".

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$77,723.40, together with interest from 6/1/00 at the rate of \$15.96 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

  
/s/ Frank Federman  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

THOMPSON, CALKINS & SUTTER

ATTORNEYS AT LAW

SUITE 510-FRICK BUILDING

437 GRANT STREET

PITTSBURGH, PENNSYLVANIA 15219-6160

AREA CODE 412 261-4050

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

FAX: 412 261-2280

January 21, 1999

**NOTICE OF INTENTION TO FORECLOSE MORTGAGE**

Denise R. Martin  
R.R. 3 Box 138  
Morrisdale, PA 16858

RE: **United Companies Lending Corporation**  
**Loan No. 388-045-96150**

Dear Ms. Martin:

The MORTGAGE held by United Companies Lending Corporation (hereinafter "Lender") on your property located at R.R. 3 Box 138, Morrisdale, Pennsylvania 16858, IS IN SERIOUS DEFAULT because you have not made the monthly payment of \$575.52 for the months June 1998 through January 1999. Additionally, there are accrued late fees totalling \$340.23 and an escrow deficiency in the amount of \$533.27. 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 \$5,477.66. After February 1, 1999 an additional \$575.52 will be due, for a total of \$6,053.18.

You may cure this default within THIRTY (30) DAYS of the date of this letter, by paying to us the above amount of \$5,477.66, 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 Acacia Building, Suite 211, Parkway Center, Pittsburgh, Pennsylvania 15220, 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 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

**EXHIBIT A**

THOMPSON, CALKINS & SUTTER

ATTORNEYS AT LAW  
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437 GRANT STREET  
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EXHIBIT A

Carl W. Martin, Jr.  
January 21, 1999  
PAGE TWO

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 March 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.

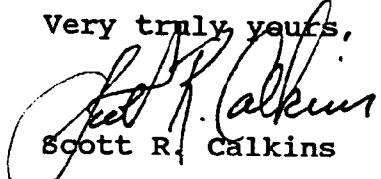
You have additional rights to help protect your interest in the property. **YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.** YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT 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 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.

EXHIBIT A

Carl W. Martin, Jr.  
January 21, 1999  
PAGE THREE

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/kec

EXHIBIT A

# PENNSYLVANIA HOUSING FINANCE AGENCY

## Homeowners' Emergency Mortgage Assistance Loan Program

### Payments

2101 North Front Street  
P.O. Box 15206  
Harrisburg, PA 17105-5206

*General Information* (717) 780-3940  
*General Information* 1-800-342-2397  
*TDD # For Hearing Impaired* (717) 780-1869  
*FAX #* (717) 780-3995

### Correspondence

2101 North Front Street  
P.O. Box 15530  
Harrisburg, PA 17105-5530

## HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE PROGRAM STATEMENT OF CREDIT DENIAL, TERMINATION OR CHANGE

2/16/2000

THOMPSON, CALKINS & SUTTER  
FRICK BLDG SUITE 510  
437 GRANT ST  
PITTSBURGH, PA. 15219

SUBJECT:  
DENISE R MARTIN  
RR 3 BOX 138  
MORRISDALE, PA. 16858

REQUESTED CREDIT: HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE LOAN  
Adverse Action Taken: CHANGE/LOAN RESCISSION  
Principal Reason(s) for Adverse Action Concerning Credit:

DELETED IN LENDER'S COPY

You may be entitled to an appeal hearing if you disagree with our decision. We must receive a written request for a hearing within 15 days of the postmark date of this letter. (Appeal requests must be in writing; a verbal request is not acceptable). The hearing may be conducted by a telephone conference call; therefore, you must include your telephone number. Requests for hearings must state the reason(s) that a hearing is requested and must be sent first class, registered or certified mail to: Chief Counsel - Hearing Request, PHFA/HEMAP, 2101 North Front Street, P.O. Box 15628, Harrisburg, Pennsylvania, 17105-5628. The Agency will attempt to schedule the hearing within thirty (30) days after the request is received. When sending your appeal, please be sure to print your name legibly and include your social security number.

You have a right to be represented by an attorney in connection with your appeal. If you cannot afford an attorney you may be eligible for Legal Services representation. You can contact a Legal Services representative through the following toll free number 1-800-732-3545. Please be aware that scheduling an appeal hearing does not necessarily stay foreclosure proceedings.

### DISCLOSURE OF USE OF INFORMATION OBTAINED FROM OUTSIDE SOURCE:

1. Disclosure inapplicable.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C.

Sincerely,

Pennsylvania Housing Finance Agency  
Homeowners' Emergency Mortgage Assistance Program

EXHIBIT B

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

BEGINNING at an iron pin along the Southern edge of Township Road T-723 and at the Northeast corner of a 0.384 acre parcel of land, now or formerly of Charles Olson; thence South nine degrees one minute West (S 9° 01' W) along the line of land of Olson two hundred twenty-three and sixty-five hundredths (223.65) feet to an iron pin; thence North eighty degrees fifty-nine minutes West (N 80° 59' W) along land now or formerly of Aiverda Anna Flowers, one hundred eighty-eight and fifty-five hundredths (188.55) feet to an iron pin at the Western edge of what was formerly designated access right-of-way reserved by former grantor, thence North along former right-of-way nine degrees one minute East (N 9° 01' E) along line of formerly designated right-of-way two hundred twenty-five and four tenths (225.04)

feet to an iron pin at the Southern edge of the thirty-three (33) foot wide right-of-way of Township Road No. T-723; thence South eighty degrees twenty-nine minutes East (S 80° 29' E) along said Township Road T-723 one hundred eighty-eight and fifty-six hundredths (188.56) feet to an iron pin and place of beginning.

BEING the same premises conveyed to Blair H. Hoover and Verdabel Hoover, by deed of Earl L. Hoover, Jr. and Roseann Hoover dated October 29th, 1984, and recorded in Clearfield County Deeds and Records Book Vol. 989, page 591.

PREMISES: R.R. 3 BOX 138

VERIFICATION

FRANK FEDERMAN, ESQUIRE hereby states that he is attorney for plaintiff in this matter, that he is authorized to take this verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

Frank Federman

DATE: 6/14/00

Oct. 23, 2000 Document  
Reinstated/Released to Sheriff/Attorney  
for service.

  
Deputy Prothonotary

**FILED**

REC'D JUN 16 2000  
FAX JUN 16 2000  
ATTY TRIMMEN  
William A. Shaw  
Prothonotary  
pd \$80.00

cc Sheriff

FEDERMAN AND PHELAN  
BY: FRANK FEDERMAN, ESQUIRE  
Identification No. 12248  
Suite 900  
Two Penn Center Plaza  
Philadelphia, PA 19102  
(215) 563-7000

---

Attorney for Plaintiff

UNITED COMPANIES LENDING  
CORPORATION

PLAINTIFF

vs.

CARL W. MARTIN, JR.  
DENISE R. MARTIN

DEFENDANT

: COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY  
: No. 00-717-CD

:  
:  
:

**PRAECIPE TO SUBSTITUTE VERIFICATION**

TO THE PROTHONOTARY:

Kindly substitute the attached Verification with  
respect to the Complaint filed in the instant matter.

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

Date: July 14, 2000

**FILED**

JUL 19 2000

William A. Shaw  
Prothonotary

CARL W. MARTIN, JR.  
#38804596150

VERIFICATION

Debbie hereby states that he/she is Litigations Specialist  
Morris of United Companies

mortgage servicing agent for Plaintiff in this matter, that he/she is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

DATE: 6/28/00

United Companies  
Debbie Morris  
Litigation Specialist

FILED

JUL 19 2000  
M 11.36110cc  
William A. Shaw  
Prothonotary

FEDERMAN AND PHELAN  
Suite 900  
Two Penn Center Plaza  
Philadelphia, PA 19102

FRANK FEDERMAN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

UNITED COMPANIES LENDING  
VS

MARTIN, CARL W. JR. A/K/A CARL

00-717-CD

COMPLAINT IN MORTGAGE FORECLOSURE  
SHERIFF RETURNS

NOW JULY 25, 2000 AFTER DILIGENT SEARCH IN MY BAILIWICK I  
RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT  
FOUND" AS TO CARL W. MARTIN JR. A/K/A CARL MARTIN AND DENISE  
R. MARTIN A/K/A DENISE MARTIN, DEFENDANTS. MOVED TO: PO BOX  
641, LAGRANGE, OHIO 44050-0641.

26.09 SHFF. HAWKINS PAID BY: ATTY.  
20.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

10th DAY OF August 2000  
W. A. Shaw

SO ANSWERS

*Chester A. Hawkins*  
*by Marilyn Harris*

CHESTER A. HAWKINS  
SHERIFF

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

FILED

AUG 10 2000  
01104 am  
William A. Shaw  
Prothonotary  
*W. A. Shaw*

FEDERMAN AND PHELAN  
By: FRANK FEDERMAN, ESQUIRE  
IDENTIFICATION NO. 12248  
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TERM

Plaintiff

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NO. 00-717-CO

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CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

We hereby certify the  
within to be a true and  
correct copy of the  
original filed of record  
FEDERMAN AND PHELAN

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

JUN 16 2000

Attest.

*William J. Shan*  
Prothonotary

1. Plaintiff is

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AREA CODE 412 261-4050

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FAX: 412 261-2280

**January 21, 1999**

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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 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 mortgaged is

**EXHIBIT A**

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

January 21, 1999

**NOTICE OF INTENTION TO FORECLOSE MORTGAGE**

Carl W. Martin, Jr.  
R.R. 3 Box 138  
Morrisdale, PA 16858

**RE: United Companies Lending Corporation  
Loan No. 388-045-96150**

Dear Mr. Martin:

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**EXHIBIT A**

Carl W. Martin, Jr.  
January 21, 1999  
PAGE TWO

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 March 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.

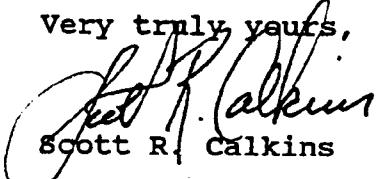
You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO 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 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.

EXHIBIT A

Carl W. Martin, Jr.  
January 21, 1999  
PAGE THREE

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/kec

EXHIBIT A

# PENNSYLVANIA HOUSING FINANCE AGENCY

## Homeowners' Emergency Mortgage Assistance Loan Program

### Payments

2101 North Front Street  
P.O. Box 15206  
Harrisburg, PA 17105-5206

General Information (717) 780-3940

General Information 1-800-342-2397

TDD # For Hearing Impaired (717) 780-1869

FAX # (717) 780-3995

### Correspondence

2101 North Front Street  
P.O. Box 15530  
Harrisburg, PA 17105-5530

## HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE PROGRAM STATEMENT OF CREDIT DENIAL, TERMINATION OR CHANGE

2/16/2000

THOMPSON, CALKINS & SUTTER  
FRICK BLDG SUITE 510  
437 GRANT ST  
PITTSBURGH, PA. 15219

SUBJECT:  
DENISE R MARTIN  
RR 3 BOX 138  
MORRISDALE, PA. 16858

REQUESTED CREDIT: HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE LOAN  
Adverse Action Taken: CHANGE/LOAN RESCISSION

Principal Reason(s) for Adverse Action Concerning Credit:

DELETED IN LENDER'S COPY

You may be entitled to an appeal hearing if you disagree with our decision. We must receive a written request for a hearing within 15 days of the postmark date of this letter. (Appeal requests must be in writing; a verbal request is not acceptable). The hearing may be conducted by a telephone conference call; therefore, you must include your telephone number. Requests for hearings must state the reason(s) that a hearing is requested and must be sent first class, registered or certified mail to: Chief Counsel - Hearing Request, PHFA/HEMAP, 2101 North Front Street, P.O. Box 15628, Harrisburg, Pennsylvania, 17105-5628. The Agency will attempt to schedule the hearing within thirty (30) days after the request is received. When sending your appeal, please be sure to print your name legibly and include your social security number.

You have a right to be represented by an attorney in connection with your appeal. If you cannot afford an attorney you may be eligible for Legal Services representation. You can contact a Legal Services representative through the following toll free number 1-800-732-3545. Please be aware that scheduling an appeal hearing does not necessarily stay foreclosure proceedings.

### DISCLOSURE OF USE OF INFORMATION OBTAINED FROM OUTSIDE SOURCE:

1. Disclosure inapplicable.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C.

Sincerely,

Pennsylvania Housing Finance Agency  
Homeowners' Emergency Mortgage Assistance Program

EXHIBIT B

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

BEGINNING at an iron pin along the Southern edge of Township Road T-723 and at the Northeast corner of a 0.384 acre parcel of land, now or formerly of Charles Olson; thence South nine degrees one minute West (S 9° 01' W) along the line of land of Olson two hundred twenty-three and sixty-five hundredths (223.65) feet to an iron pin; thence North eighty degrees fifty-nine minutes West (N 80° 59' W) along land now or formerly of Aiverda Anna Flowers, one hundred eighty-eight and fifty-five hundredths (188.55) feet to an iron pin at the western edge of what was formerly designated access right-of-way reserved by former grantor, thence North along former right-of-way nine degrees one minute East (N 9° 01' E) along line of formerly designated right-of-way two hundred twenty-five and four tenths (225.04)

feet to an iron pin at the Southern edge of the thirty-three (33) foot wide right-of-way of Township Road No. T-723; thence South eighty degrees twenty-nine minutes East (S 80° 29' E) along said Township Road T-723 one hundred eighty-eight and fifty-six hundredths (188.56) feet to an iron pin and place of beginning.

BEING the same premises conveyed to Blair H. Hoover and Verdabel Hoover, by deed of Earl L. Hoover, Jr. and Roseann Hoover dated October 29th, 1984, and recorded in Clearfield County Deeds and Records Book Vol. 989, page 591.

PREMISES: R.R. 3 BOX 138

VERIFICATION

FRANK FEDERMAN, ESQUIRE hereby states that he is attorney for plaintiff in this matter, that he is authorized to take this verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

Frank Federman

DATE: 6/14/00

FEDERMAN AND PHELAN  
By: FRANK FEDERMAN, ESQUIRE  
IDENTIFICATION NO. 12248  
TWO PENN CENTER PLAZA, SUITE 900  
PHILADELPHIA, PA 19102  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

UNITED COMPANIES LENDING CORPORATION  
8549 UNITED PLAZA BOULEVARD  
BATON ROUGE, LA 70809

Plaintiff  
v.

TERM  
NO. 00-717-CO

CARL W. MARTIN, JR.  
A/K/A CARL MARTIN, JR.  
DENISE R. MARTIN,  
A/K/A DENISE MARTIN  
R.R. 3 BOX 138  
MORRISDALE, PA 16858

CLEARFIELD COUNTY

Defendant(s)

**CIVIL ACTION - LAW**  
**MORTGAGE FORECLOSURE**

**NOTICE**

\*\*THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY. \*\*

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

We hereby certify the  
within to be a true and  
correct copy of the  
original filed of record  
FEDERMAN AND PHELAN

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

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

JUN 16 2000

Attest.

*William L. H.*  
Prothonotary

1. Plaintiff is

UNITED COMPANIES LENDING CORPORATION  
8549 UNITED PLAZA BOULEVARD  
BATON ROUGE, LA 70809

2. The name(s) and last known address(es) of the Defendant(s) are:

CARL W. MARTIN, JR.  
A/K/A CARL MARTIN, JR.  
DENISE R. MARTIN,  
A/K/A DENISE MARTIN  
R.R. 3 BOX 138  
MORRISDALE, PA 16858

who is/are the mortgagor(s) and real owner(s) of the property hereinafter described.

3. On 7/2/97 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to NORWEST MORTGAGE, INC., D/B/A DIRECTORS ACCEPTANCE which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1855, Page 502. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 6/30/98 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith. A copy of such notice is attached as Exhibit "A."

6. The following amounts are due on the mortgage:

Principal Balance	\$59,739.65
Interest	11,698.68
5/30/98 through 6/1/00	
(Per Diem \$15.96)	
Attorney's Fees	2,986.00
Cumulative Late Charges	835.11
7/2/97 to 6/1/00	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	75,809.44
Escrow	
Credit	0.00
Deficit	<u>1,913.96</u>
Subtotal	<u>1,913.96</u>
TOTAL	\$77,723.40

7. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.00.
9. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because either:
- (i.) Defendant(s) have failed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendants,
  - (ii.) Defendant(s) application for assistance has been rejected by the Pennsylvania Housing Finance Agency, a true and correct copy of which is attached hereto as Exhibit "B".

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$77,723.40, together with interest from 6/1/00 at the rate of \$15.96 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

/s/ Frank Federman  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

THOMPSON, CALKINS & SUTTER

ATTORNEYS AT LAW

SUITE 510-FRICK BUILDING

437 GRANT STREET

PITTSBURGH, PENNSYLVANIA 15219-6160

AREA CODE 412 261-4050

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

FAX: 412 261-2280

**January 21, 1999**

**NOTICE OF INTENTION TO FORECLOSE MORTGAGE**

Denise R. Martin  
R.R. 3 Box 138  
Morrisdale, PA 16858

**RE: United Companies Lending Corporation  
Loan No. 388-045-96150**

Dear Ms. Martin:

The MORTGAGE held by United Companies Lending Corporation (hereinafter "Lender") on your property located at R.R. 3 Box 138, Morrisdale, Pennsylvania 16858, IS IN SERIOUS DEFAULT because you have not made the monthly payment of \$575.52 for the months June 1998 through January 1999. Additionally, there are accrued late fees totalling \$340.23 and an escrow deficiency in the amount of \$533.27. 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 \$5,477.66. After February 1, 1999 an additional \$575.52 will be due, for a total of \$6,053.18.

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PAGE TWO

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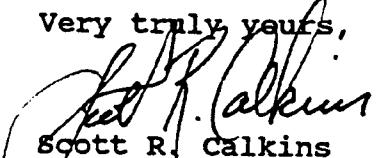
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EXHIBIT A

Carl W. Martin, Jr.  
January 21, 1999  
PAGE THREE

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Scott R. Calkins

SRC/kec

EXHIBIT A

# PENNSYLVANIA HOUSING FINANCE AGENCY

"Homeowners' Emergency Mortgage Assistance Loan Program

## Payments

2101 North Front Street  
P.O. Box 15206  
Harrisburg, PA 17105-5206

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2101 North Front Street  
P.O. Box 15530  
Harrisburg, PA 17105-5530

### HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE PROGRAM STATEMENT OF CREDIT DENIAL, TERMINATION OR CHANGE

2/16/2000

THOMPSON, CALKINS & SUTTER  
FRICK BLDG SUITE 510  
437 GRANT ST  
PITTSBURGH, PA. 15219

SUBJECT:  
DENISE R MARTIN  
RR 3 BOX 138  
MORRISDALE, PA. 16858

REQUESTED CREDIT: HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE LOAN  
Adverse Action Taken: CHANGE/LOAN RESCISSION  
Principal Reason(s) for Adverse Action Concerning Credit:

DELETED IN LENDER'S COPY

You may be entitled to an appeal hearing if you disagree with our decision. We must receive a written request for a hearing within 15 days of the postmark date of this letter. (Appeal requests must be in writing; a verbal request is not acceptable). The hearing may be conducted by a telephone conference call; therefore, you must include your telephone number. Requests for hearings must state the reason(s) that a hearing is requested and must be sent first class, registered or certified mail to: Chief Counsel - Hearing Request, PHFA/HEMAP, 2101 North Front Street, P.O. Box 15628, Harrisburg, Pennsylvania, 17105-5628. The Agency will attempt to schedule the hearing within thirty (30) days after the request is received. When sending your appeal, please be sure to print your name legibly and include your social security number.

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Sincerely,

Pennsylvania Housing Finance Agency  
Homeowners' Emergency Mortgage Assistance Program

EXHIBIT B

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feet to an iron pin at the Southern edge of the thirty-three (33) foot wide right-of-way of Township Road No. T-723; thence South eighty degrees twenty-nine minutes East (S 80° 29' E) along said Township Road T-723 one hundred eighty-eight and fifty-six hundredths (188.56) feet to an iron pin and place of beginning.

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PREMISES: R.R. 3 BOX 138

VERIFICATION

FRANK FEDERMAN, ESQUIRE hereby states that he is attorney for plaintiff in this matter, that he is authorized to take this verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

Frank Federman

DATE: 6/14/00

FEDERMAN AND PHELAN  
BY: Lisa D. Blankenburg, Esq.  
Atty. I.D. #78020  
Two Penn Center Plaza, Suite 900  
Philadelphia, PA 19102  
215) 563-7000

UNITED COMPANIES : COURT OF COMMON PLEAS  
LENDING CORPORATION :

vs.

:

CIVIL DIVISION

:

CLEARFIELD COUNTY

CARL W. MARTIN, JR.,  
A/K/A CARL MARTIN, JR.  
DENISE R. MARTIN,  
A/K/A DENISE MARTIN

:

NO. 00-717-CD

**FILED**

OCT 05 2000

William A. Shaw  
Prothonotary

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

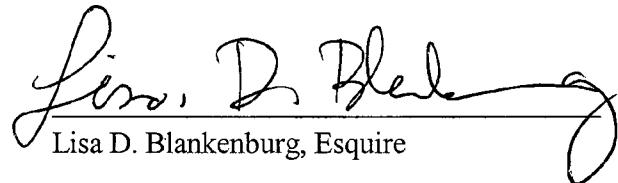
**MOTION FOR SERVICE PURSUANT TO  
SPECIAL ORDER OF COURT**

Plaintiff, by its counsel, Lisa D. Blankenburg, Esquire, moves this Honorable Court for an Order directing service of the Complaint upon the above-captioned Defendant(s) by Certified mail and regular mail to the Defendant's last known address and mortgaged premises located at RR3 BOX 138, MORRISDALE, PA 16858 and in support thereof avers the following:

1. Attempts to serve Defendant(s) with the Complaint have been unsuccessful, as indicated by the Sheriff's Return of Service attached hereto as Exhibit "A".
2. Pursuant to Pennsylvania Rule of Civil Procedure 430, Plaintiff has made a good faith effort to locate the Defendant(s). An Affidavit of Reasonable Investigation setting forth the specific inquiries made and the results is attached hereto as Exhibit "B".

3. Plaintiff submits that it has made a good faith effort to locate the defendants, but has been unable to do so.

**WHEREFORE**, Plaintiff respectfully requests this Honorable Court enter an Order pursuant to Pennsylvania Rule of Civil Procedure 430 directing service of the Complaint by certified mail and regular mail.



Lisa D. Blankenburg, Esquire

FEDERMAN AND PHELAN  
BY: Lisa D. Blankenburg, Esq.  
Atty. I.D. #78020  
Two Penn Center Plaza, Suite 900  
Philadelphia, PA 19102  
(215) 563-7000

UNITED COMPANIES LENDING CORPORATION  
COURT OF COMMON PLEAS

vs.

CARL W. MARTIN, JR., A/K/A CARL MARTIN, JR.  
DENISE R. MARTIN, A/K/A DENISE MARTIN

ATTORNEY FOR PLAINTIFF

CIVIL DIVISION  
CLEARFIELD COUNTY  
NO. 00-717-CD

**MEMORANDUM OF LAW**

Pennsylvania Rule of Civil Procedure 430(a) specifically provides:

(a) If service cannot be made under the applicable rule, the plaintiff may move the Court for a special order directing the method of service. The Motion shall be accompanied by an Affidavit stating the nature and extent of the investigation which has been made to determine the whereabouts of the Defendant(s) and the reasons why service cannot be made.

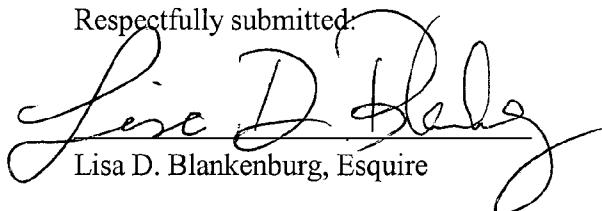
Note: A Sheriff's return of "Not Found" or the fact that a Defendant has moved without leaving a new forwarding address is insufficient evidence of concealment. Gonzales vs. Polis, 238 Pa. Super. 362, 357 A.2d 580 (1976). "Notice of intended adoption mailed to last known address requires a good faith effort to discover the correct address." Adoption of Walker, 468 Pa. 165, 360 A.2d 603 (1976).

An illustration of good faith effort to locate the defendant includes (1) inquiries of postal authorities including inquiries pursuant to the Freedom of Information Act, 39 C.F.R. Part 265, (2) inquiries of relatives neighbors, friends and employers of the Defendant and (3) examinations of local telephone directories, voter registration records, local tax records, and motor vehicle records.

As indicated by the attached Sheriff's Return of Service, attached hereto and marked as Exhibit "A", the Sheriff has been unable to serve the Complaint. A good faith effort to discover the whereabouts of the Defendant(s) has been made as evidenced by the attached Affidavit of Reasonable Investigation, marked Exhibit "B".

**WHEREFORE**, Plaintiff respectfully requests service of the Complaint by certified mail and regular mail.

Respectfully submitted:

  
Lisa D. Blankenburg, Esquire

FRANK FEDERMAN

**COPY**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

UNITED COMPANIES LENDING  
VS

00-717-CD

MARTIN, CARL W. JR. A/K/A CARL

COMPLAINT IN MORTGAGE FORECLOSURE  
SHERIFF RETURNSNOW JULY 25, 2000 AFTER DILIGENT SEARCH IN MY BAILIWICK I  
RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT  
FOUND" AS TO CARL W. MARTIN JR. A/K/A CARL MARTIN AND DENISE  
R. MARTIN A/K/A DENISE MARTIN, DEFENDANTS. MOVED TO: PO BOX  
641, LAGRANGE, OHIO 44050-0641.26.09 SHFF. HAWKINS PAID BY: ATTY.  
20.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

SO ANSWERS,

\_\_\_\_\_  
DAY OF \_\_\_\_\_ 2000\_\_\_\_\_  
CHESTER A. HAWKINS  
SHERIFF**EXHIBIT A**

**EKL DATA, INC.**  
**AFFIDAVIT OF GOOD FAITH INVESTIGATION**

Loan Number:

File Number:

Attorney Firm: **Federman & Phelan**

Subject: **Carl W. Martin**  
**Denise R. Martin**

Property Address: **RR 3 Box 138**  
**Morrisdale, PA 16858**

Last Known Address: **P. O. Box 641**  
**Lagrange, OH 44050-0641**

Current Address: **RR 3 Box 138**  
**Morrisdale, PA 16858-9603**

Last Known Number: **814-345-5592**

George H. Lewis, III, being duly sworn according to law, deposes and says:

1. I am employed in the capacity of researcher for EKL DATA, INC.
2. On September 8, 2000, I conducted an investigation into the whereabouts of the above named defendant(s). The results of my investigation are as follows:

**I. Credit Information**

A. Social Security Number

1. **Carl W. Martin: 203-48-3941**
2. **Denise R. Martin: 167-64-4298**

B. Employment Search:

**Could not locate any employment information for the above named subjects at this time.**

C. Inquiry of Creditors:

**The creditors indicated that Carl W. Martin and Denise R. Martin both reside at RR 3 Box 138, Morrisdale, PA 16858-9603.**

**II. Inquiry of Telephone Company**

A. Directory Assistance Search:

**The Telephone Company has Carl W. Martin listed with an address of RR 3 Box 138, Morrisdale, PA 16858-9603. The phone number is 814-345-5592.**

**III. Inquiry of Neighbors**

**Contacted Mrs. Collins of RR 3, Morrisdale, PA 16858-9603 and verified that Carl W. Martin and Denise R. Martin do indeed reside at RR 3 Box 138.**

**IV. Inquiry of Post Office**

A. National Address Update:

**As of September 8, 2000 the National Change of Address has no forwarding record for Carl W. Martin and Denise R. Martin listed at RR 3 Box 138, Morrisdale, PA 16858-9603.**

**EXHIBIT B**

**EKL DATA, INC.**  
**AFFIDAVIT OF GOOD FAITH INVESTIGATION**

V. Inquiry of DMV

The Pennsylvania Department of Motor Vehicles has Carl W. Martin and Denise R. Martin listed at RR 3 Box 138, Morrisdale, PA 16858-9603.

VI. Other Inquiries

A. Death Records:

As of September 7, 2000 the Social Security Death Index has no death record on file for Carl W. Martin under his social security number nor is there a record for Denise R. Martin under her social security number.

B. Public Licenses

**None found**

C. County Voter Registration:

The county does have Carl W. Martin but does not have Denise R. Martin listed as registered voters with an address of RR 3 Box 138, Morrisdale, PA 16858-9603.

D. A.K.A.:

**Carl Martin - R. Denise Martin**

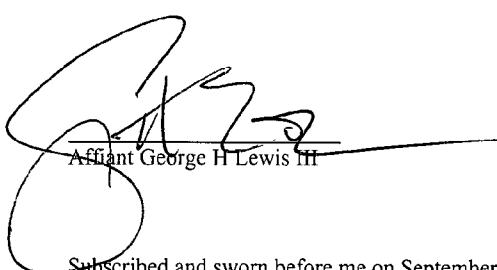
E. D.O.B.:

**Carl W. Martin: 10-07-62**

**Denise R. Martin: 05-28-66**

F. Miscellaneous Information

**None**



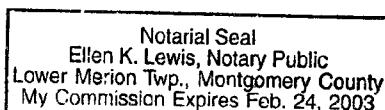
Affiant George H. Lewis III

Subscribed and sworn before me on September 7, 2000.



Ellen K. Lewis

Notary Public



EKL DATA, INC. © 1423 SUFFOLK LANE © WYNNEWOOD, PA 19096  
Tel.: 1-888-829-5768 © Fax: 610-649-2637 © email: [ekl-data@home.com](mailto:ekl-data@home.com)

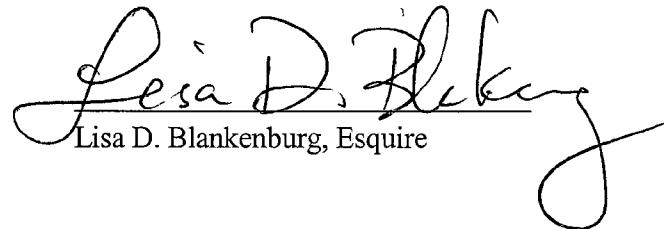
**EXHIBIT B**

**VERIFICATION**

**Lisa D. Blankenburg, Esquire**, hereby states that she is the Attorney for the Plaintiff in this action, that she is authorized to take this Affidavit, and that the statements made in the foregoing **MOTION FOR SERVICE PURSUANT TO SPECIAL ORDER OF COURT** are true and correct to the best of her knowledge, information and belief.

The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

Date: September 27, 2000



Lisa D. Blankenburg, Esquire

**FILED**

OCT 05 2000  
10/19/00  
William A. Shaw  
Prothonotary  
*JK*

**FILED**

OCT 05 2000  
10/11/00  
William A. Shaw  
Prothonotary  
FCC

FEDERMAN AND PHELAN  
BY: Lisa D. Blankenburg, Esq.  
Atty. I.D. #78020  
Ste. 900/Two Penn Center Plaza  
Philadelphia, PA 19102  
215) 563-7000

UNITED COMPANIES  
LENDING CORPORATION

Vs.

CARL W. MARTIN, JR.,  
A/K/A CARL MARTIN, JR.  
DENISE R. MARTIN,  
A/K/A DENISE MARTIN

ATTORNEY FOR PLAINTIFF

: COURT OF COMMON PLEAS  
: CIVIL DIVISION  
: CLEARFIELD COUNTY  
: NO. 00-717-CD

**CERTIFICATION OF SERVICE**

I, Lisa D. Blankenburg, Esquire, hereby certify that a copy of the Motion for Service Pursuant to Special Order of Court has been sent to the individual(s) as indicated below by first class mail, postage prepaid, on the date listed below.

CARL W. MARTIN, JR.,  
A/K/A CARL MARTIN, JR.  
RR3 BOX 138  
MORRISDALE, PA 16858

P.O. BOX 641  
LAGRANGE, OH 44050-0641

DENISE R. MARTIN,  
A/K/A DENISE MARTIN  
RR3 BOX 138  
MORRISDALE, PA 16858

P.O. BOX 641  
LAGRANGE, OH 44050-0641

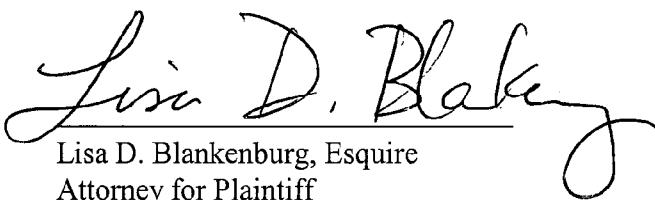
The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Date: September 27, 2000

**FILED**

OCT 05 2000

William A. Shaw  
Prothonotary

  
Lisa D. Blankenburg, Esquire  
Attorney for Plaintiff

**FILED**

OCT 05 2000  
R110/C  
William A. Shaw  
Prothonotary *EAS*

FEDERMAN AND PHELAN  
BY: Lisa D. Blankenburg, Esq.  
Atty. I.D. #78020  
Two Penn Center Plaza, Suite 900  
Philadelphia, PA 19102  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

UNITED COMPANIES  
LENDING CORPORATION

COURT OF COMMON PLEAS

vs.

CIVIL DIVISION

CARL W. MARTIN, JR.,  
A/K/A CARL MARTIN, JR.  
DENISE R. MARTIN,  
A/K/A DENISE MARTIN

CLEARFIELD COUNTY

NO. 00-717-CD

**ORDER**

AND NOW, this 6<sup>th</sup> day of October, 2000, upon consideration of Plaintiff's Motion for Service Pursuant to Special Order of Court and the Affidavit of Reasonable Investigation attached thereto, it is hereby **ORDERED** that Plaintiff may obtain service of the Complaint on the above captioned Defendant(s), **CARL W. MARTIN, JR., A/K/A CARL MARTIN, JR.**, by mailing a true and correct copy of the Complaint by certified mail and regular mail to the Defendant's last known address, and to the mortgaged premises located at **RR3 BOX 138, MORRISDALE, PA 16858.**

Service of the aforementioned mailings is effective upon the date of mailing and is to be done by Plaintiff's attorney, who will file with the Prothonotary's Office an Affidavit as to the mailing.

**FILED**

OCT 06 2000

William A. Shaw  
Prothonotary

BY THE COURT:

J.

FILED

OCT 06 2000  
10/30/00  
William A. Shaw  
Prothonotary

att  
Fiduciam

FEDERMAN AND PHELAN  
BY: FRANK FEDERMAN, ESQUIRE  
Identification No. 12248  
Two Penn Center Plaza, Suite 900  
Philadelphia, PA 19102  
(215) 563-7000

Attorney for Plaintiff

UNITED COMPANIES LENDING  
CORPORATION

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

CARL W. MARTIN, JR.,  
A/K/A CARL MARTIN, JR.  
DENISE R. MARTIN,  
A/K/A DENISE MARTIN

: Clearfield County

: No. 00-717-CD

Defendants

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

Kindly reinstate the Civil Action in Mortgage Foreclosure  
with reference to the above captioned matter.

  
FRANK FEDERMAN, ESQUIRE

Attorney for Plaintiff

Date: October 19, 2000

**FILED**

OCT 23 2000  
m/1:20/mr

William A. Shaw, Jr.,  
Prothonotary

*EAS*  
I CANT TO ATTY  
I REINSTATE TO ATTY

FEDERMAN AND PHELAN  
BY: FRANK FEDERMAN, ESQUIRE  
Identification No. 12248  
Two Penn Center Plaza, Suite 900  
Philadelphia, PA 19102  
(215) 563-7000

UNITED COMPANIES LENDING  
CORPORATION

Attorney for Plaintiff

NOV 01 2000

William A. Shaw  
Prothonotary

: COURT OF COMMON PLEAS

Plaintiff : CIVIL DIVISION

vs.

: CLEARFIELD COUNTY

CARL W. MARTIN, JR.,  
A/K/A CARL MARTIN, JR.  
DENISE R. MARTIN,  
A/K/A DENISE MARTIN

: NO. 00-717-CD

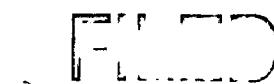
Defendant(s)

**AFFIDAVIT OF SERVICE OF COMPLAINT  
BY MAIL PURSUANT TO COURT ORDER**

I hereby certify that a true and correct copy of the Civil Action Complaint in Mortgage  
Foreclosure in the above captioned matter was sent by regular and certified mail, return receipt  
requested, to the following persons, to **CARL W. MARTIN, JR., A/K/A CARL MARTIN, JR.**  
**at RR3 BOX 138, MORRISDALE, PA 16858 and P.O. BOX 641, LAGRANGE, OH 44050-**  
0641 on Oct. 31, 2000, in accordance with the Order of Court dated **OCTOBER 6, 2000**. The  
undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. §4904  
relating to unsworn falsification to authorities.

Date: October 30, 2000

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

  
NOV 01 2000  
m/4/00/lms  
William A. Shaw  
Prothonotary  
No 9/6

FEDERMAN AND PHELAN  
By: FRANK FEDERMAN  
Identification No. 12248  
One Penn Center at Suburban Station  
Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

**UNITED COMPANIES LENDING  
CORPORATION  
8549 UNITED PLAZA BOULEVARD  
BATON ROUGE, LA 70809**

**Plaintiff**

vs.

CARL W. MARTIN, JR. A/K/A CARL  
MARTIN  
DENISE R. MARTIN, A/K/A DENISE  
MARTIN  
RR 3 BOX 138  
MORRISDALE, PA 16858

**Defendant(s)**

FILED

DEC 12 2000

## **PRAEICE FOR JUDGMENT FOR FAILURE TO ANSWER AND ASSESSMENT OF DAMAGES**

William A. Shaw  
Prothonotary

## TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against CARL W. MARTIN, JR.  
A/K/A CARL MARTIN and DENISE R. MARTIN, A/K/A DENISE MARTIN, Defendant(s),  
for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for  
foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint \$77,723.40  
Interest 6/1/00 to 12/8/00 \$3,048.36

**TOTAL** **\$8,0771.76**

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) notice has been given in accordance with Rule 237.1, copy attached.

copy attached.  
Frank Federman  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 12·12·00

---

**PRO PROTHY**

**\*\*THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY. \*\***

FEDERMAN AND PHELAN  
Frank Federman, Esquire  
Identification No. 12248  
Two Penn Center Plaza  
Suite 900  
Philadelphia, PA 19102-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

UNITED COMPANIES LENDING  
CORPORATION  
Plaintiff

vs.

CARL W. MARTIN, JR.,  
A/K/A CARL MARTIN, JR.  
DENISE R. MARTIN,  
A/K/A DENISE MARTIN  
Defendant(s)

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: NO. 00-717-CD

TO: CARL W. MARTIN, JR.,  
A/K/A CARL MARTIN, JR.  
RR3 BOX 138  
MORRISDALE, PA 16858

*FILE COPY*

DATE OF NOTICE: NOVEMBER 21, 2000

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.  
THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE  
INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED  
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AGAINST PROPERTY.

IMPORTANT NOTICE

You are in default because you have failed enter a written  
appearance personally or by attorney and file in writing with the  
court your defenses or objections to the claims set forth against  
you. Unless you act within ten (10) days from the date of this  
notice, a Judgment may be entered against you without a hearing  
and you may lose your property or other important rights. You  
should take this notice to a lawyer at once. If you do not have a  
lawyer or cannot afford one, go to or telephone the following  
office to find out where you can get legal help:

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

---

Frank Federman, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN  
Frank Federman, Esquire  
Identification No. 12248  
Two Penn Center Plaza  
Suite 900  
Philadelphia, PA 19102-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

UNITED COMPANIES LENDING  
CORPORATION

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

: CLEARFIELD COUNTY

CARL W. MARTIN, JR.,  
A/K/A CARL MARTIN, JR.  
DENISE R. MARTIN,  
A/K/A DENISE MARTIN

: NO. 00-717-CD

Defendant

*FILE COPY*

TO: DENISE R. MARTIN,  
A/K/A DENISE MARTIN  
RR3 BOX 138  
MORRISDALE, PA 16858

DATE OF NOTICE: NOVEMBER 21, 2000

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DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

Frank Federman, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN  
Frank Federman, Esquire  
Identification No. 12248  
Two Penn Center Plaza  
Suite 900  
Philadelphia, PA 19102-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

UNITED COMPANIES LENDING  
CORPORATION

Plaintiff

vs.

CARL W. MARTIN, JR.,  
A/K/A CARL MARTIN, JR.  
DENISE R. MARTIN,  
A/K/A DENISE MARTIN  
Defendant(s)

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: NO. 00-717-CD

TO: CARL W. MARTIN, JR.,  
A/K/A CARL MARTIN, JR.  
P.O. BOX 641  
LAGRANGE, OH 44050-0641

DATE OF NOTICE: NOVEMBER 21, 2000

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notice, a Judgment may be entered against you without a hearing  
and you may lose your property or other important rights. You  
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CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

---

Frank Federman, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN  
Frank Federman, Esquire  
Identification No. 12248  
Two Penn Center Plaza  
Suite 900  
Philadelphia, PA 19102-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

UNITED COMPANIES LENDING  
CORPORATION

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

: CLEARFIELD COUNTY

CARL W. MARTIN, JR.,  
A/K/A CARL MARTIN, JR.  
DENISE R. MARTIN,  
A/K/A DENISE MARTIN

: NO. 00-717-CD

Defendant

TO: DENISE R. MARTIN,  
A/K/A DENISE MARTIN  
P.O. BOX 641  
LAGRANGE, OH 44050-0641

*File copy*

DATE OF NOTICE: NOVEMBER 21, 2000

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lawyer or cannot afford one, go to or telephone the following  
office to find out where you can get legal help:

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

Frank Federman, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN  
By: FRANK FEDERMAN  
Identification No. 12248  
One Penn Center at Suburban Station  
Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

**UNITED COMPANIES LENDING  
CORPORATION  
8549 UNITED PLAZA BOULEVARD  
BATON ROUGE, LA 70809**

Plaintiff

vs.

**CARL W. MARTIN, JR. A/K/A CARL  
MARTIN  
DENISE R. MARTIN, A/K/A DENISE  
MARTIN  
RR 3 BOX 138  
MORRISDALE, PA 16858**

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
: CIVIL DIVISION  
: NO. 00-717-00

Defendant(s)

**CERTIFICATION**

FRANK FEDERMAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that the premises are not subject to the provisions of Act 91 because it is:

- an FHA mortgage
- non-owner occupied
- vacant
- Act 91 procedures have been fulfilled

This certification is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.



FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

FEDERMAN and PHELAN  
By: FRANK FEDERMAN  
Identification No. 12248  
One Penn Center at Suburban Station  
Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

**UNITED COMPANIES LENDING  
CORPORATION**

**Plaintiff**

**vs.**

**CARL W. MARTIN, JR. A/K/A CARL  
MARTIN**  
**DENISE R. MARTIN, A/K/A DENISE  
MARTIN**

**Defendant(s)**

**: CLEARFIELD COUNTY**  
**:**   
**: Court of Common Pleas**  
**:**   
**: CIVIL DIVISION**  
**:**   
**: NO. 00-717-00**  
**:**   
**:**

**VERIFICATION OF NON-MILITARY SERVICE**

FRANK FEDERMAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended

(b) that defendant **CARL W. MARTIN, JR. A/K/A CARL MARTIN** is over 18 years of age and resides at **RR 3 BOX 138, MORRISDALE, PA 16858**.

(c) that defendant **DENISE R. MARTIN, A/K/A DENISE MARTIN** is over 18 years of age, and resides at **RR 3 BOX 138, MORRISDALE, PA 16858**.

This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

---

FRANK FEDERMAN  
Attorney for Plaintiff

**COPY**

**(Rule of Civil Procedure No. 236 – Revised)**

**UNITED COMPANIES LENDING  
CORPORATION**

**Plaintiff**

**vs.**

**CARL W. MARTIN, JR. A/K/A CARL  
MARTIN  
DENISE R. MARTIN, A/K/A DENISE  
MARTIN**

**: CLEARFIELD COUNTY**

**:**

**: Court of Common Pleas**

**:**

**: CIVIL DIVISION**

**:**

**: NO. 00-717-00**

**:**

**:**

**:**

**:**

**Defendant(s)**

Notice is given that a Judgment in the above captioned matter has been entered against you on  
DECEMBER 12, 2000.

By Officer DEPUTY

If you have any questions concerning this matter, please contact:

**FRANK FEDERMAN, ESQUIRE**

**Attorney for Filing Party**

**One Penn Center at Suburban Station**

**Suite 1400**

**Philadelphia, PA 19103-1814**

**(215) 563-7000**

**\*\*THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY  
RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, THIS IS NOT  
AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY  
ENFORCEMENT OF A LIEN AGAINST PROPERTY. \*\***

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

COPY

United Companies Lending Corporation  
Plaintiff(s)

No.: 2000-00717-CD

Real Debt: \$8,0771.76

Atty's Comm:

Vs.

Costs: \$

Int. From:

Carl W. Martin Jr.  
Denise R. Martin  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 12, 2000

Expires: December 12, 2005

Certified from the record this 12th day of December, 2000



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney

**FILED**

DEC 12 2000  
M304/atty Federman  
William A. Shaw  
Prothonotary

pd 520.00

Notice to Dps.  
Statement to atty  
*[Signature]*

(Rule of Civil Procedure No. 236 – Revised)

UNITED COMPANIES LENDING  
CORPORATION

Plaintiff

vs.

CARL W. MARTIN, JR. A/K/A CARL  
MARTIN  
DENISE R. MARTIN, A/K/A DENISE  
MARTIN

Defendant(s)

: CLEARFIELD COUNTY

:

: Court of Common Pleas

:

: CIVIL DIVISION

:

: NO. 00-717-00

:

:

:

:

:

:

:

FILED

REC'D DEC 15 2000  
AM 1:08 PM  
William A. Shaw  
Prothonotary

Notice is given that a Judgment in the above captioned matter has been entered against you on  
DECEMBER 12, 2000.

By William A. Shaw DEPUTY

If you have any questions concerning this matter, please contact:

FRANK FEDERMAN, ESQUIRE

Attorney for Filing Party

One Penn Center at Suburban Station

Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

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AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY  
ENFORCEMENT OF A LIEN AGAINST PROPERTY. \*\*

FEDERMAN AND PHELAN  
By: FRANK FEDERMAN  
Identification No. 12248  
One Penn Center at Suburban Station  
Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

UNITED COMPANIES LENDING  
CORPORATION  
8549 UNITED PLAZA BOULEVARD  
BATON ROUGE, LA 70809

Plaintiff

vs.

CARL W. MARTIN, JR. A/K/A CARL  
MARTIN  
DENISE R. MARTIN, A/K/A DENISE  
MARTIN  
RR 3 BOX 138  
MORRISDALE, PA 16858

Defendant(s)

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
: CIVIL DIVISION  
: NO. 00-717-00  
: I hereby certify this to be a true  
: and attested copy of the original  
: statement filed in this case.  
: DEC 12 2000

Attest:

*William L. Schaeffer*  
Prothonotary

**PRAECIPE FOR JUDGMENT FOR FAILURE TO  
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against CARL W. MARTIN, JR., A/K/A CARL MARTIN and DENISE R. MARTIN, A/K/A DENISE MARTIN, Defendant(s), for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$77,723.40
Interest 6/1/00 to 12/8/00	<u>\$3,048.36</u>
 TOTAL	 \$8,071.76

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) notice has been given in accordance with Rule 237.1, copy attached.

*Frank Federman*  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 12/12/00

*C. Schaeffer*

PRO PROTHY

\*\*THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.\*\*

FEDERMAN AND PHELAN  
Frank Federman, Esquire  
Identification No. 12248  
Two Penn Center Plaza  
Suite 900  
Philadelphia, PA 19102-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

UNITED COMPANIES LENDING  
CORPORATION  
Plaintiff

vs.

CARL W. MARTIN, JR.,  
A/K/A CARL MARTIN, JR.  
DENISE R. MARTIN,  
A/K/A DENISE MARTIN  
Defendant(s)

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: NO. 00-717-CD

TO: CARL W. MARTIN, JR.,  
A/K/A CARL MARTIN, JR.  
RR3 BOX 138  
MORRISDALE, PA 16858

FILE COPY

DATE OF NOTICE: NOVEMBER 21, 2000

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.  
THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE  
INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED  
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AGAINST PROPERTY.

IMPORTANT NOTICE

You are in default because you have failed enter a written  
appearance personally or by attorney and file in writing with the  
court your defenses or objections to the claims set forth against  
you. Unless you act within ten (10) days from the date of this  
notice, a Judgment may be entered against you without a hearing  
and you may lose your property or other important rights. You  
should take this notice to a lawyer at once. If you do not have a  
lawyer or cannot afford one, go to or telephone the following  
office to find out where you can get legal help:

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

---

Frank Federman, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN  
Frank Federman, Esquire  
Identification No. 12248  
Two Penn Center Plaza  
Suite 900  
Philadelphia, PA 19102-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

UNITED COMPANIES LENDING  
CORPORATION

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

: CLEARFIELD COUNTY

CARL W. MARTIN, JR.,  
A/K/A CARL MARTIN, JR.  
DENISE R. MARTIN,  
A/K/A DENISE MARTIN

: NO. 00-717-CD

Defendant

*FILE COPY*

TO: DENISE R. MARTIN,  
A/K/A DENISE MARTIN  
RR3 BOX 138  
MORRISDALE, PA 16858

DATE OF NOTICE: NOVEMBER 21, 2000

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.  
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CLEARFIELD, PA 16830  
(814) 765-2641

Frank Federman, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN  
Frank Federman, Esquire  
Identification No. 12248  
Two Penn Center Plaza  
Suite 900  
Philadelphia, PA 19102-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

UNITED COMPANIES LENDING  
CORPORATION  
Plaintiff  
vs.

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

CARL W. MARTIN, JR.,  
A/K/A CARL MARTIN, JR.  
DENISE R. MARTIN,  
A/K/A DENISE MARTIN  
Defendant(s)

: NO. 00-717-CD

TO: CARL W. MARTIN, JR.,  
A/K/A CARL MARTIN, JR.  
P.O. BOX 641  
LAGRANGE, OH 44050-0641

DATE OF NOTICE: NOVEMBER 21, 2000

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.  
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CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

Frank Federman, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN  
Frank Federman, Esquire  
Identification No. 12248  
Two Penn Center Plaza  
Suite 900  
Philadelphia, PA 19102-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

UNITED COMPANIES LENDING  
CORPORATION

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

: CLEARFIELD COUNTY

CARL W. MARTIN, JR.,  
A/K/A CARL MARTIN, JR.  
DENISE R. MARTIN,  
A/K/A DENISE MARTIN

: NO. 00-717-CD

Defendant

TO: DENISE R. MARTIN,  
A/K/A DENISE MARTIN  
P.O. BOX 641  
LAGRANGE, OH 44050-0641

DATE OF NOTICE: NOVEMBER 21, 2000

*ALCO*

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.  
THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE  
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DAVID S. MEHOLICK, COURT ADMINISTRATOR  
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CLEARFIELD, PA 16830  
(814) 765-2641

Frank Federman, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN  
By: FRANK FEDERMAN  
Identification No. 12248  
One Penn Center at Suburban Station  
Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

**UNITED COMPANIES LENDING  
CORPORATION  
8549 UNITED PLAZA BOULEVARD  
BATON ROUGE, LA 70809**

**Plaintiff**

VS.

CARL W. MARTIN, JR. A/K/A CARL  
MARTIN  
DENISE R. MARTIN, A/K/A DENISE  
MARTIN  
RR 3 BOX 138  
MORRISDALE, PA 16858

: CLEARFIELD COUNTY  
:  
: COURT OF COMMON PLEAS  
:  
: CIVIL DIVISION  
:  
: NO. 00-717-00  
:  
:  
:  
:  
:  
:  
:

**Defendant(s)**

## **CERTIFICATION**

FRANK FEDERMAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that the premises are not subject to the provisions of Act 91 because it is:

- ( ) an FHA mortgage
  - ( ) non-owner occupied
  - ( ) vacant
  - ( ) Act 91 procedures have been fulfilled

This certification is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

FEDERMAN and PHELAN  
By: FRANK FEDERMAN  
Identification No. 12248  
One Penn Center at Suburban Station  
Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

**UNITED COMPANIES LENDING  
CORPORATION**

**Plaintiff**

**vs.**

**CARL W. MARTIN, JR. A/K/A CARL  
MARTIN**  
**DENISE R. MARTIN, A/K/A DENISE  
MARTIN**

**: CLEARFIELD COUNTY**  
**: Court of Common Pleas**  
**: CIVIL DIVISION**  
**: NO. 00-717-00**

**Defendant(s)**

**VERIFICATION OF NON-MILITARY SERVICE**

FRANK FEDERMAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended

(b) that defendant **CARL W. MARTIN, JR. A/K/A CARL MARTIN** is over 18 years of age and resides at **RR 3 BOX 138, MORRISDALE, PA 16858**.

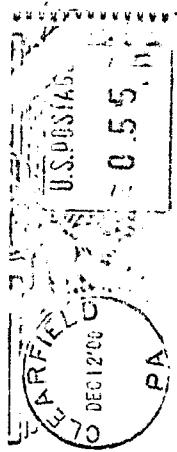
(c) that defendant **DENISE R. MARTIN, A/K/A DENISE MARTIN** is over 18 years of age, and resides at **RR 3 BOX 138, MORRISDALE, PA 16858**.

This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

---

**FRANK FEDERMAN**  
Attorney for Plaintiff

Office of the Prothonotary  
Clearfield County Courthouse  
One North 2<sup>nd</sup> Street  
Clearfield, PA 16830



**FORWARDING  
ORDER EXPIRED**

CARL W. MARTIN, JR. A/K/A CARL MARTIN  
RR 3 BOX 138  
MORRISBURG, PA 17751

16230-2438 02

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

UNITED COMPANIES LENDING  
CORPORATION

1 : CLEARFIELD  
2 :  
3 : COURT OF COMMON  
4 : PLEAS

Plaintiff :  
: CIVIL DIVISION  
vs. :  
: NO. 00-717-00

CARL W. MARTIN, JR.  
A/K/A CARL MARTIN  
DENISE R. MARTIN  
A/K/A DENISE MARTIN  
RR 3 BOX 138  
MORRISDALE, PA 16858

**Defendant(s)**

TO THE DIRECTOR OF THE PROTHONOTARY:

Issue writ of execution in the above matter:

Amount Due \$ 80,771.76  
Interest from \_\_\_\_\_ and Costs  
12/8/00 to (sale date)  
(per diem - \$13.28)

Paid to PROFESSIONAL 176.09  
Frank Federman  
FRANK FEDERMAN, ESQUIRE  
ONE PENN CENTER AT SUBURBAN STATION  
SUITE 1400  
PHILADELPHIA, PA 19103  
Attorney for Plaintiff

Note: Please attach description of property.

FILED  
DEC 20 2000  
12:30 PM  
William A. Shaw  
Prothonotary  
6 WRITS TO STAFF

No. 00-717-00 Term  
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

UNITED COMPANIES LENDING CORPORATION

vs.

CARL W. MARTIN, JR. A/K/A CARL MARTIN  
DENISE R. MARTIN A/K/A DENISE MARTIN

---

PRÆCIPIT FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

---

Filed:

  
\_\_\_\_\_  
Mark Lehman  
Attorney for Plaintiff

Address: RR 3 BOX 138, MORRISDALE, PA 16858  
Where papers may be served.

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

BEGINNING at an iron pin along the Southern edge of Township Road T-723 and at the Northeast corner of a 0.384 acre parcel of land, now or formerly of Charles Olson; thence South nine degrees one minute West (S 9° 01' W) along the line of land of Olson two hundred twenty-three and sixty-five hundredths (223.65) feet to an iron pin; thence North eighty degrees fifty-nine minutes West (N 80° 59' W) along land now or formerly of Alvezda Anna Flowers, one hundred eighty-eight and fifty-five hundredths (188.55) feet to an iron pin at the Western edge of what was formerly designated access right-of-way reserved by former grantor; thence North along former right-of-way nine degrees one minute East (N 9° 01' E) along line of formerly designated right-of-way two hundred twenty-five and four tenths (225.04)

feet to an iron pin at the Southern edge of the thirty-three (33) foot wide right-of-way of Township Road No. T-723; thence South eighty degrees twenty-nine minutes East (S 80° 29' E) along said Township Road T-723 one hundred eighty-eight and fifty-six hundredths (188.56) feet to an iron pin and place of beginning.

BEING the same premises conveyed to Blair H. Hoover and Verdabel Hoover, by deed of Earl L. Hoover, Jr. and Roseann Hoover, dated October 29th, 1984, and recorded in Clearfield County Deeds and Records Book Vol. 989, page 591.

PREMISES: R.R. 3 BOX 138

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

UNITED COMPANIES LENDING  
CORPORATION

Plaintiff

vs.

CARL W. MARTIN, JR.  
A/K/A CARL MARTIN  
DENISE R. MARTIN  
A/K/A DENISE MARTIN  
RR 3 BOX 138  
MORRISDALE, PA 16858

Defendant(s)

: CLEARFIELD  
: COURT OF COMMON  
: PLEAS  
: CIVIL DIVISION  
: NO. 00-717-00  
:  
:  
:  
:  
:  
:  
:

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 RR 3 BOX 138, MORRISDALE, PA 16858  
(see attached legal description)

Amount Due	\$ 80,771.76
Interest from 12/8/00 to (sale date) (per diem - \$13.28)	\$ _____
Total	\$ _____

Plus Costs as endorsed.

*176.09 PAID TO PROTHONOTARY*

*[Signature]*  
Clerk  
Office of Prothonotary  
Common Pleas Court of  
CLEARFIELD County, PA

Dated: Dec. 20, 2000  
(Seal)

No. 00-717-00 Term

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
UNITED COMPANIES LENDING CORPORATION

vs.

CARL W. MARTIN, JR. A/K/A CARL MARTIN  
DENISE R. MARTIN A/K/A DENISE MARTIN

---

WRIT OF EXECUTION  
(Mortgage Foreclosure)

---

Costs

Office of the Prothonotary

Judge Fee

Cr.

Sat.

Dan DeLmano  
Attorney for Plaintiff

Address: RR 3 BOX 138, MORRISDALE, PA 16858  
Where papers may be served.

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

BEGINNING at an iron pin along the Southern edge of Township Road T-723 and at the Northeast corner of a 0.384 acre parcel of land, now or formerly of Charles Olson; thence South nine degrees one minute West (S 9° 01' W) along the line of land of Olson two hundred twenty-three and sixty-five hundredths (223.65) feet to an iron pin; thence North eighty degrees fifty-nine minutes West (N 80° 59' W) along land now or formerly of Alvezda Anna Blowets, one hundred eighty-eight and fifty-five hundredths (188.55) feet to an iron pin at the western edge of what was formerly designated access right-of-way reserved by former grantee, thence North along former right-of-way nine degrees one minute East (N 9° 01' E) along line of formerly designated right-of-way two hundred twenty-five and four tenths (225.04)

feet to an iron pin at the Southern edge of the thirty-three (33) foot wide right-of-way of Township Road No. T-723; thence South eighty degrees twenty-nine minutes East (S 80° 29' E) along said Township Road T-723 one hundred eighty-eight and fifty-six hundredths (188.56) feet to an iron pin and place of beginning.

BEING the same premises conveyed to Blair H. Hoover and Verdabel Hoover, by deed of Earl L. Hoover, Jr. and Roseann Hoover, dated October 29th, 1984, and recorded in Clearfield County Deeds and Records Book Vol. 989, page 591.

PREMISES: R.R. 3 BOX 138

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

RE: UNITED COMPANIES  
LENDING CORPORATION

) CIVIL ACTION  
)

vs.

CARL W. MARTIN, JR.,  
A/K/A CARL MARTIN, JR.  
DENISE R. MARTIN,  
A/K/A DENISE MARTIN

CIVIL DIVISION  
NO. 00-717-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 JANUARY 23, 2001 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 JANUARY 23, 2001 by certified mail  
return receipt requested see Exhibit "B" attached hereto.

DATE: March 9, 2001

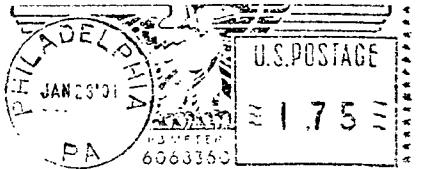
  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

**FILED**  
m11:04pm  
MAR 13 2001  
*W.A. Shaw*

William A. Shaw  
Prothonotary

**Name and  
Address  
of Sender**   
FEDERMAN & PHELAN  
Two Penn Center Plaza, Suite 900  
Philadelphia, PA 19102 YHN H

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	GMW	TENANT/OCCUPANT RR 3 BOX 138, MORRISDALE, PA 16858		
2		CLEARFIELD COUNTY DOMESTIC RELATIONS DEPARTMENT CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET, CLEARFIELD, PA 16830		
3		COMMONWEALTH OF PA DEPT OF WELFARE P.O. BOX 2675, HARRISBURG, PA 17105		
4		CLEARFIELD CDC 122 EAST MARKET STREET, CLEARFIELD, PA 16830		
5		MILO CORPORATION 26 COPELAND AVENUE, P.O. BOX 210, HOMER, NY 13077		
6		MODERN FINANCE COMPANY 1 EAST GAY STREET COLUMBUS, OH 43215		
7		LAUREL BANK SUITE 207, ALSTAN MALL MONROEVILLE, PA 15146		
8				
9				
10				
11				
12				
13				
14				
15		CARL MARTIN JR.		
Total Number of Pieces Listed by Sender		7	7	7



7106 4575 1294 1900 2272

**TO:** CARL W. MARTIN, JR.  
A/K/A CARL MARTIN  
RR3 BOX 138  
MORRISDALE, PA 16858

**SENDER:** GMW

**REFERENCE:** CARL W. MARTIN, JR.

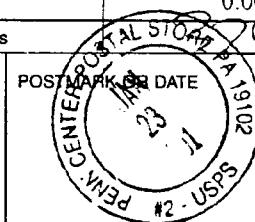
PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	2.65
	Return Receipt Fee	0.00
	Restricted Delivery	0.00
	Total Postage & Fees	

US Postal Service

**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail



7106 4575 1294 1900 2289

**TO:** DENISE R. MARTIN  
A/K/A DENISE MARTIN  
RR3 BOX 138  
MORRISDALE, PA 16858

**SENDER:** GMW

**REFERENCE:** CARL W. MARTIN, JR.

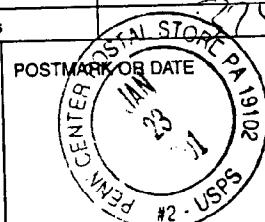
PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	2.65
	Return Receipt Fee	0.00
	Restricted Delivery	0.00
	Total Postage & Fees	

US Postal Service

**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail





**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 10566

UNITED COMPANIES LENDING CORPORATION

00-717-CD

VS.

MARTIN, CARL W., 00-717-CD

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, JANUARY 22, 2001, AT 2:01 PM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.**

**A SALE IS SET FOR FRIDAY, APRIL 6, 2001, AT 10:00AM.**

**NOW, JANUARY 22, 2001, DEPUTY WAS TOLD THAT DEFENDANTS HAVE MOVED TO LAGRANGE, OHIO, WILL MAIL BY REGULAR AND CERTIFIED MAIL.**

**NOW, JANUARY 22, 2001, MAILED BY REGULAR AND CERTIFIED MAIL, WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY TO CARL W. MARTIN, JR., A/K/A CARL MARTIN AND DENISE R. MARTIN, A/K/A DENISE MARTIN.**

**NOW, JANUARY 30, 2001, SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON DENISE R. MARTIN, A/K/A DENISE MARTIN, DEFENDANT, AT PO BOX 641, LEGRANGE, OHIO, 44050-0641, BY CERTIFIED MAIL #7000 6066 0023 2701 1564.**

**NOW, JANUARY 30, 2001, SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON CARL W. MARTIN, JR., A/K/A CARL MARTIN, DEFENDANT, AT PO BOX 641, LEGRANGE, OHIO, 44050-0641, BY CERTIFIED MAIL #4000 0600 0023 2701 1557.**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10566

UNITED COMPANIES LENDING CORPORATION

00-717-CD

VS.

MARTIN, CARL W., 00-717-CD

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, APRIL 6, 2001, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS.  
PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR ONE DOLLAR PLUS COSTS.

NOW, APRIL 26, 2001, RECEIVED ATTORNEY CHECK #131717 IN THE AMOUNT OF  
EIGHT HUNDRED SIXTEEN DOLLARS AND FOURTEEN CENTS (\$816.14), FOR COSTS  
THAT ARE DUE.

NOW, APRIL 26, 2001, RETURN WRIT AS A SALE BEING HELD, WITH THE  
PLAINTIFF PURCHASING THE PROPERTY FOR ONE DOLLAR (\$1.00) PLUS  
COSTS. PAID COSTS FROM ADVANCE WITH ATTORNEY PAYING REMAINING  
COSTS, DEED WAS FILED THIS DATE.

SHERIFF HAWKINS \$202.50

SURCHARGE 40.00

PAID BY ATTORNEY

---

Sworn to Before Me This

26 Day Of April, 2001

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

So Answers,

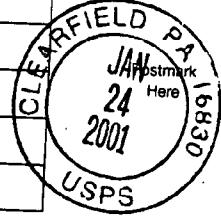
*Chester Hawkins*  
By Maryann H. Pitt  
Chester A. Hawkins  
Sheriff

**U.S. Postal Service  
CERTIFIED MAIL RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

Article Sent To:

7000 0600 0023 2701 1557

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees		\$3.95



Name (Please Print Clearly) (to be completed by mailer)  
**CARL W. MARTIN, A/K/A CARL MARTIN**  
 Street, Apt. No., or PO Box No. JR  
**PO Box 641**  
 City, State, ZIP+4  
**Lagrange, Ohio 44050-0641**

PS Form 3800, July 1999

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**CARL W. MARTIN, JR.  
A/K/A CARL MARTIN  
PO Box 641  
Lagrange, Ohio 44050-0641**

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)      B. Date of Delivery  
**1-30-01**

C. Signature

**X** *Carl W. Martin*  Agent  Addressee

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Copy from service label)

**7000 0600 0023 2701 1557**

**Ex-10566**

PS Form 3811, July 1999

Domestic Return Receipt

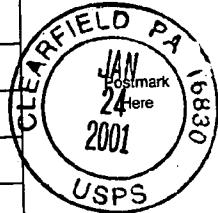
102595-99-M-1789

**COPY**

**U.S. Postal Service  
CERTIFIED MAIL RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

Article Sent To:

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees		\$ 395



Name (Please Print Clearly) (to be completed by mailer)

DENISE R. MARTIN A/K/A DENISE MARTIN

Street, Apt. No., or PO Box No.

PO Box 641

City, State, ZIP+4

Lagrange, Ohio 44050-0641

PS Form 3800, July 1999

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DENISE R. MARTIN  
A/K/A DENISE MARTIN  
PO BOX 641  
LAGRANGE, OHIO 44050-0641

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)	B. Date of Delivery
1-30-01	

C. Signature

X *Denise R. Martin*  Agent  
 Addressee

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Copy from service label)  
7000 0600 0023 2701 1564

EX-10564

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

**COPY**

REAL ESTATE SALE

REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION

REAL ESTATE SA

NOW, APRIL 18, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of the date, time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 6th day of APRIL 2001, I exposed the within described real estate of CARL W. MARTIN, JR., A/K/A CARL MARTIN AND DENISE R. MARTIN A/K/A DENISE MARTIN to public venue or outcry at which time and place I sold the same to UNITED COMPANIES LENDING CORPORATION he/she being the highest bidder, for the sum of \$ 1.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

RDR	\$ 15.00
SERVICE	15.00
MILEAGE	6.76
LEVY	15.00
MILEAGE	6.76
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	7.94 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	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	5.00
BILLING	2.00
<b>TOTAL SHERIFF COSTS</b>	<b>\$ 202.50</b>

DEED COSTS:

REGISTER & RECORDER	\$ 16.50
ACKNOWLEDGEMENT	5.00
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>\$ 21.50</b>

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 80,771.76
INTEREST from 12-8-00 to sale date (per diem \$13.28)	
TO BE ADDED	

TOTAL DEBT & INTEREST

<u>COSTS:</u>	
ATTORNEY FEES	\$ —
PROTH. SATISFACTION	
ADVERTISING	295.80
LATE CHARGES & FEES	238.15
TAXES-Collector	747.10
TAXES-Tax Claim	
COSTS OF SUIT-To Be Added	
LIST OF LIENS	
MORTGAGE SEARCH	135.00
ACKNOWLEDGEMENT	
DEED COSTS	21.50
ATTORNEY COMMISSION	
SHERIFF COSTS	202.50
LEGAL JOURNAL AD	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	\$ 176.09
<b>TOTAL COSTS</b>	<b>\$ 1,816.14</b>

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN TEN (10) DAYS FROM THIS DATE.

Chester A. Hawkins, Sheriff

COPY

ENTITY VENDOR  
FAP . . . Sheriff of Clearfield County [SCLEA]

CHECK DATE 4/23/2001  
CHECK NO. 131717

DOC NO	APPLY TO	DATE	INVOICE	APPLY TO INVOICE	DOC AMOUNT	DISCOUNT	PAYMENT AMOUNT
131717	112870	04/23/01	5751565	MARTIN, C	816.14	0.00	816.14

FEDERMAN & PHELAN  
ATTORNEY ESCROW ACCOUNT  
ONE PENN CENTER, SUITE 1400  
PHILADELPHIA, PA 19103-1814

816.14

FEDERMAN & PHELAN  
ATTORNEY ESCROW ACCOUNT  
ONE PENN CENTER, SUITE 1400  
PHILADELPHIA, PA 19103-1814

*COPY*

COMMERCE BANK  
PHILADELPHIA, PA 19148

3-180/360

CHECK NO  
131717

DRM	DATE	AMOUNT
	4/23/2001	*****816.14

Void after 90 days

Pay EIGHT HUNDRED SIXTEEN AND 14/100 DOLLARS

To The Sheriff of Clearfield County  
Order 1 North Second Street  
Of Clearfield, PA 16830

*Frank Federman*

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK. HOLD AT AN ANGLE TO VIEW.

131717 036001808136 065738