

00-1006-CD
UNITED COMPANIES TRADING CORPORATION -vs- GINGER FISHER a/k/a
GINGER E. FISHER

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. 00-1006-C0

CLEARFIELD COUNTY

GINGER FISHER, A/K/A
GINGER E. FISHER
P.O. BOX 173 IRWIN STREET
BRISBIN, PA 16620

UNKNOWN HEIRS, SUCCESSORS
ASSIGNS AND ALL PERSONS, FIRMS
OR ASSOCIATIONS CLAIMING RIGHT, TITLE
OR INTEREST FROM OR UNDER
RANDAL J. HENRY, DECEASED
P.O. BOX 173 IRWIN STREET
BRISBIN, PA 16620

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.

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

FILED

AUG 17 2000

William A. Shaw
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:

GINGER FISHER, A/K/A
GINGER E. FISHER
P.O. BOX 173 IRWIN STREET
BRISBIN, PA 16620

UNKNOWN HEIRS, SUCCESSORS
ASSIGNS AND ALL PERSONS, FIRMS
OR ASSOCIATIONS CLAIMING RIGHT, TITLE
OR INTEREST FROM OR UNDER
RANDAL J. HENRY, DECEASED
P.O. BOX 173 IRWIN STREET
BRISBIN, PA 16620

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


3. On 4/20/98 mortgagor(s) GINGER FISHER AND RANDAL J. HENRY made, executed and delivered a mortgage upon the premises hereinafter described to UNICOR MORTGAGE, INC. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1935, Page 570. 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 10/1/99 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	\$28,610.41
Interest	2,797.25
9/1/99 through 8/1/00 (Per Diem \$8.35)	
Attorney's Fees	800.00
Cumulative Late Charges	119.97
4/20/98 to 8/1/00	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	32,877.63
Escrow	
Credit	0.00
Deficit	<u>177.36</u>
Subtotal	<u>177.36</u>
TOTAL	\$33,054.99

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. The Combined Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A."
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, a true and correct copy of which is attached hereto as Exhibit "A"; or
 - (ii.) Defendant(s) application for assistance has been rejected by the Pennsylvania Housing Finance Agency.
10. Mortgagor RANDAL J. HENRY died on 1/3/00 and upon information and belief, his heirs or devisees and personal representative are unknown.
11. After diligent investigation, Plaintiff has determined that no Estate has been raised on behalf of the decedent mortgagor.
12. Plaintiff hereby releases RANDAL J. HENRY from liability for the debt secured by the mortgage.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 33,054.99, together with interest from 8/1/00 at the rate of \$8.35 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

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

DATE: June 7, 2000

TO: Randal J. Henry
P.O. Box 173 Irwin Street
Brisbin, PA 16620

Ginger Fisher, a/k/a Ginger E. Fisher
P.O. Box 173 Irwin Street
Brisbin, PA 16620

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

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUEDE AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA FERDIDA DEL DERECHO A REDIMAR SU HIPOTECA.

STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): Randal J. Henry and Ginger Fisher, a/k/a Ginger E. Fisher
PROPERTY ADDRESS: P.O. Box 173 Irwin Street - Brisbin, PA 16620
LOAN ACCT. NO.: 25801004795
ORIGINAL LENDER: Unicor Mortgage, Inc.
CURRENT LENDER/SERVICER: UC Lending

EXHIBIT A

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM
YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME
FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE.

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE-Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES-If you meet with one of the consumer credit counseling agencies listed at the end of this notice the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE-Your mortgage is in a default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

AGENCY ACTION-Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN
BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION
PURPOSE ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT
THE DEBT.**

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

EXHIBIT A

EARLIEST POSSIBLE SHERIFF'S SALE DATE-It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be approximately SIX (6) MONTHS from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER: Attorney Representing Lender:

FEDERMAN AND PHELAN

Suite 900 , Two Penn Center Plaza, Philadelphia, PA 19102

Phone : (215) 563-7000 Fax Number: (215) 563-5534

Contact Person: Phyllis Levin, Reinstatement Department

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

ASSUMPTION OF MORTGAGE-You _____ may or X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charge and attorney's fees and cost are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED

Very truly yours,

FEDERMAN AND PHELAN

Cc: UC Lending

Attn: Trina Short

Account No.: 25801004795

Mailed by 1st Class mail and by certified Mail No: 7000-0520-0014-1552-5063,5070

EXHIBIT A

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT-The MORTGAGE debt held by the above lender on your property located at: **P.O. Box 173 Irwin Street - Brisbin, PA 16620** IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: Start/End: 10/1/99 thru 6/1/00 at **\$347.89** per month.

Monthly Payments Plus Late Charges Accrued	\$3,224.32
NSF:	\$10.00
Inspections:	\$131.80
Other:	\$0.00
(Suspense):	<u>\$209.19</u>
Total amount to cure default	\$3,156.93

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS (Do not use if not applicable): N/A

HOW TO CURE THE DEFAULT-You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS **\$3,156.93**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: FEDERMAN AND PHELAN, Suite 900, Two Penn Center Plaza, Philadelphia, PA 19102, attention: Reinstatement Department.

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable.) N/A.

IF YOU DO NOT CURE THE DEFAULT-If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. The means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorney to start legal action to foreclosure upon your mortgage property.

IF THE MORTGAGE IS FORECLOSED UPON- The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount to the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES-The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE-If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EXHIBIT A

**Pennsylvania Housing Finance Agency
Homeowner's Emergency Mortgage Assistance Program
Consumer Credit Counseling Agencies
(Rev. 5/99)**

CHESTER COUNTY

Acorn Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221
FAX (215) 765-1427

Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866
FAX (215) 375-7830

HACE
167 W. Allegheny Ave, 2nd fl.
Philadelphia, PA 19140
(215) 426-8025
FAX (215) 426-9122

Media Fellowship House
302 S. Jackson Street
Media, PA 19063
(610) 565-0846
FAX (610) 565-8567

Tabor Community Services, Inc.
439 E. King Street
Lancaster, PA 17602
(717) 397-5182 OR 1 (800) 788-5062 (H. O. only)
FAX (717) 399-4127

American Red Cross of Chester
1729 Edgemont Avenue
Chester, PA 19013
(610) 874-1484

Northwest Counseling Services
5001 N Broad Street
Philadelphia, PA 19141
(215) 324-7500
FAX (215) 324-8753

CCCS of Delaware Valley
1515 Market Street, Suite 1325
Philadelphia, PA 19107
(215) 563-5665
FAX (215) 563-7020

Community Housing Counseling Inc
P. O. Box 244
Kennett Square, PA 19348
(610) 444-3682
FAX (610) 444-8243

Phila Council For Community Adv.
100 North 17th Street Suite 600
Philadelphia, PA 19103
(215) 567-7803
FAX (215) 963-9941

Community Devel. Corp of Frankford
Group Ministry
4620 Griscom Street
Philadelphia, PA 19124
(215) 744-2990
FAX (215) 744-2012

CCCS of Delaware Valley
Marshall Building
790 E Market St, Suite 215
West Chester, PA 19382
(215) 563-5665

American Credit Counseling Institute

845 Coates St
Coatesville, PA 19320
(888) 212-6741

144 E Dekalb Pike
King of Prussia, PA 19406
(610) 971-2210
FAX (610) 265-4814

755 York Rd, Suite 103
Warminster, PA 18974
(215) 444-9429
FAX (215) 956-6344

CLARION COUNTY

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
(412) 282-7812

CLEARFIELD COUNTY

Keystone Economic Development Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX (814) 539-1688

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
(814) 944-8100
FAX (814) 944-5747

Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX (724) 465-5118

CCCS of Northeastern PA
1631 S Atherton St
Suite 100
State College, PA 16801
(814) 238-3668
FAX (814) 238-3669

EXHIBIT A

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF GROUND, SITUATE IN THE BOROUGH OF
BRISBIN, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED
AS FOLLOWS, TO-WIT:

ON THE NORTH BY IRVIN STREET;
ON THE EAST BY A LOT;
ON THE SOUTH BY OPOSSUM ALLEY; AND,
ON THE WEST BY A LOT.

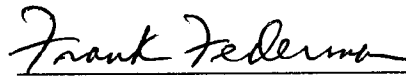
BEING DESIGNATED ON THE CLEARFIELD COUNTY ASSESSMENT MAP AS LOT NO.
#1-M14-332-41.

BEING THE SAME PREMISES WHICH KENNETH PHILLIPS AND JUDITH D. PHILLIPS, BY DEED
DATED JANUARY 22, 1973, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF
CLEARFIELD COUNTY IN DEED BOOK VOLUME 617, PAGE 258, GRANTED AND CONVEYED UNTO
VAUGHN W. PHILLIPS, SINGLE, THE GRANTOR HEREIN.

PREMISES: P.O. BOX 173 IRVIN STREET

VERIFICATION

FRANK FEDERMAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make 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. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel. 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: 8/15/00

FILED

WAS
AUG 17 2000
WAS 11:20 AM
William A. Shaw
Prothonotary
PP 50. —
BY ATR
+ sent to SHF

FEDERMAN AND PHELAN
 BY: Lisa D. Blankenburg, Esquire
 ATTORNEY I.D. #78020
 Ste. 900/Two Penn Center Plaza
 Philadelphia, PA 19102
 (215) 563-7000
 UNITED COMPANIES LENDING CORPORATION

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
 CIVIL DIVISION

CLEARFIELD COUNTY

vs.

NO. 00-1006-CD

GINGER FISHER, A/K/A
 GINGER E. FISHER
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 BRISBIN, PA 16620

UNKNOWN, HEIRS, SUCCESSORS
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 OR ASSOCIATIONS CLAIMING RIGHT, TITLE
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 RANDAL J. HENRY, DECEASED
 P.O. BOX 173 IRWIN STREET
 BRISBIN, PA 16620

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

Plaintiff, UNITED COMPANIES LENDING CORPORATION., by its counsel, Francis S. Hallinan, Esquire, respectfully requests your Honorable Court enter an ORDER granting Plaintiff's Motion for Service Pursuant to Special Order of Court in the above captioned matter and in support thereof avers the following:

1. On 4/20/98, GINGER FISHER AND RANDAL J. HENRY made, executed and delivered a Mortgage upon premises known as P.O. BOX 173 IRWIN STREET, BRISBIN, PA 16620 which mortgage was subsequently assigned to Plaintiff.

2. Mortgagor, RANDAL J. HENRY died on 1/3/00, and upon information and belief his surviving heirs, devisees and personal representative are unknown to plaintiff. Any parties who may have an interest in the mortgaged premises are unknown to Plaintiff. Attached hereto, made a part hereof and marked as Exhibit "A" is a true and correct copy of the Decedent's investigation.

FILED

SEP 20 2000

m 11:15/ww

William A. Shaw

Prothonotary

no c/c. *ES*

3. On or about 8/16/00, Plaintiff filed an Action in Mortgage Foreclosure naming as defendants GINGER FISHER, A/K/A GINGER E. FISHER AND THE UNKNOWN HEIRS, SUCCESSORS, ASSINGS AND ALL PERSONS, FIRMS OR ASSOCIATIONS CLAIMING RIGHT, TITLE OR INTEREST FROM OR UNDER RANDAL J. HENRY, DECEASED. Attached hereto, made a part hereof, and marked as Exhibit "B" is a true and correct copy of the Complaint in Mortgage Foreclosure which sets forth that defendants are unknown to Plaintiff.

4. After diligent investigation, Plaintiff has determined no Estate has been raised on behalf of the decedent mortgagor.


5. RANDAL J. HENRY is released from liability for the debt secured by the mortgage.

6. In order to convey clear and marketable title after a foreclosure sale, title companies customarily require the foreclosing mortgagee name as a defendant the unknown heirs, successors, assigns and all persons, firms or associations claiming right, title or interest from or under the decedent mortgagor.

7. It deserves special mention that Plaintiff's action is merely seeking a judgment in rem in order to divest all claims against the mortgaged premises.

8. Because there may be parties with an interest in the mortgaged premises who Plaintiff does not know of, Plaintiff must effectuate service through Special Order of Court.

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
ATTORNEY FOR PLAINTIFF

FEDERMAN AND PHELAN
BY: Lisa D. Blankenburg, Esquire
ATTORNEY I.D. #78020
Ste. 900/Two Penn Center Plaza
Philadelphia, PA 19102
(215) 563-7000
UNITED COMPANIES LENDING CORPORATION

ATTORNEY FOR PLAINTIFF

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NO. 00-1006-CD

vs.

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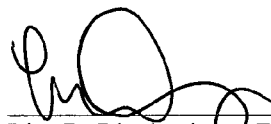
MEMORANDUM OF LAW

According to Pa.R.Civ.P. 430(a), a plaintiff may petition the court to provide an alternative to personal service if the plaintiff cannot serve a party personally. The rule requires the affidavit presented in support of the motion for alternative service to state "the nature and extent of the investigation which has been made to determine the whereabouts of the defendant and the reasons why personal service cannot be made." Pa.R.Civ.P. 430 (a). The purpose of this procedure is to provide proof that a good faith effort has been made to effect service under normal methods. Only after such proof has been offered is the Court authorized to direct another method of substitute service. Deer Park Lumber, Inc. v. Major, 384 Pa.Super. 625,559 A.2d 941, 944 (1988), appeal denied, 525 Pa. 582, 575 A.2d 113 (1990).

Plaintiff has attached a report to its Motion which sets forth the nature and extent of the investigation which has been made to determine the whereabouts of the heirs and assigns and the reason that such service cannot be made. Attached hereto, marked as Exhibit "A" is a copy of the Decedent investigation.

A deceased mortgagor need not be named as a party in a foreclosure action. Federal Land Bank of Baltimore v. King, 294 Pa.86, 143 A. 500 (1928). The personal representative, heir or devisee of a deceased mortgagor, if known, (unless released from liability) must be named as a defendant in a mortgage foreclosure action. Moyer v. Diehl, 130 Pa.Super. 115, 196 A. 575 (1938). In the instant action, Plaintiff has appropriately named the unknown heirs, successors, assigns and all persons, firms, and associations claiming right title or interest from or under the decedent mortgagor as a defendant in order to convey clear and marketable title after a foreclosure sheriff's sale. Title companies customarily require foreclosing mortgagees to name the unknown parties in order to assure that any potential party with an interest in the mortgaged premises has an opportunity to defend the foreclosure.

It deserves special mention that Plaintiff is merely seeking an in rem judgment to recover the mortgaged premises and is not pursuing the defendant(s) personally in this action.

A handwritten signature in black ink, appearing to read 'Lisa D. Blankenburg', written over a horizontal line.

Lisa D. Blankenburg, Esquire
ATTORNEY FOR PLAINTIFF

EXHIBIT “A”

PLAYERS NATIONAL LOCATOR

AFFIDAVIT OF GOOD FAITH INVESTIGATION

Loan Number: **201548230**

Attorney Firm: **TRACK STARS DECEASED**

Case Number:

Subject: **RANDAL J HENRY**

A.K.A.: **RANDALL HENRY**

Last Known Address: **173 PO BOX ERWIN STREET
BRISBIN, PA 16620**

Last Known Number: () -

Michael K Gross, being duly sworn according to law, deposes and says:

1. I am employed in the capacity of President for Players National Locator.
2. On 06/29/2000, I conducted an investigation into the whereabouts of the above named defendant(s). The results of my investigation are as follows:

CREDIT INFORMATION -

- A. SOCIAL SECURITY NUMBER: **201-54-8230**
- B. EMPLOYMENT SEARCH:
N/A
- C. INQUIRY OF CREDITORS:
Creditors indicated that Randal J Henry is deceased. We were unable to locate any heirs.

INQUIRY OF TELEPHONE COMPANY -

- A. DIRECTORY ASSISTANCE SEARCH:
N/A

INQUIRY OF NEIGHBORS -

N/A

INQUIRY OF POST OFFICE -

- A. NATIONAL ADDRESS UPDATE:
N/A

MOTOR VEHICLE REGISTRATION -

- A. MOTOR VEHICLE & DMV OFFICE:
N/A

OTHER INQUIRIES -

- A. DEATH RECORDS:
As of June 27, 2000 the Social Security Administration has a death record filed for Randal J Henry on January 3, 2000.
- B. PUBLIC LICENSES (PILOT, REAL ESTATE, ETC.):
N/A
- C. COUNTY VOTER REGISTRATION:
N/A

ADDITIONAL INFORMATION ON SUBJECT -

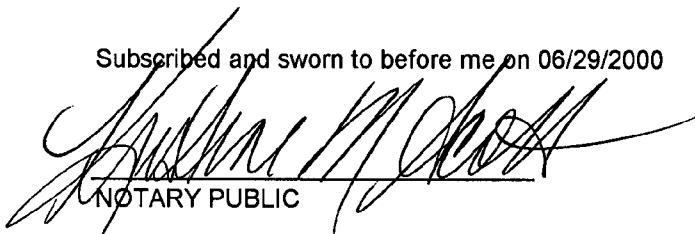
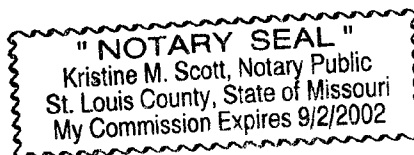
A. DATE OF BIRTH:

March 16, 1969



AFFIANT Michael K Gross

Subscribed and sworn to before me on 06/29/2000


NOTARY PUBLIC

Players National Locator 16201 Westwoods Business Park Drive St. Louis, MO 63021

Phone: (636) 230-9922 Fax: (636) 230-0558

EXHIBIT “B”

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. 06-1006-CD

CLEARFIELD COUNTY

GINGER FISHER, A/K/A
GINGER E. FISHER
P.O. BOX 173 IRWIN STREET
BRISBIN, PA 16620

UNKNOWN HEIRS, SUCCESSORS
ASSIGNS AND ALL PERSONS, FIRMS
OR ASSOCIATIONS CLAIMING RIGHT, TITLE
OR INTEREST FROM OR UNDER
RANDAL J. HENRY, DECEASED
P.O. BOX 173 IRWIN STREET
BRISBIN, PA 16620

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

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:

GINGER FISHER, A/K/A
GINGER E. FISHER
P.O. BOX 173 IRWIN STREET
BRISBIN, PA 16620

UNKNOWN HEIRS, SUCCESSORS
ASSIGNS AND ALL PERSONS, FIRMS
OR ASSOCIATIONS CLAIMING RIGHT, TITLE
OR INTEREST FROM OR UNDER
RANDAL J. HENRY, DECEASED
P.O. BOX 173 IRWIN STREET
BRISBIN, PA 16620

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


3. On 4/20/98 mortgagor(s) GINGER FISHER AND RANDAL J. HENRY made, executed and delivered a mortgage upon the premises hereinafter described to UNICOR MORTGAGE, INC. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1935, Page 570. 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 10/1/99 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	\$28,610.41
Interest	2,797.25
9/1/99 through 8/1/00 (Per Diem \$8.35)	
Attorney's Fees	800.00
Cumulative Late Charges	119.97
4/20/98 to 8/1/00	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	32,877.63
Escrow	
Credit	0.00
Deficit	<u>177.36</u>
Subtotal	<u>177.36</u>
TOTAL	\$33,054.99

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. The Combined Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A."
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, a true and correct copy of which is attached hereto as Exhibit "A"; or
 - (ii.) Defendant(s) application for assistance has been rejected by the Pennsylvania Housing Finance Agency.
10. Mortgagor RANDAL J. HENRY died on 1/3/00 and upon information and belief, his heirs or devisees and personal representative are unknown.
11. After diligent investigation, Plaintiff has determined that no Estate has been raised on behalf of the decedent mortgagor.
12. Plaintiff hereby releases RANDAL J. HENRY from liability for the debt secured by the mortgage.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 33,054.99, together with interest from 8/1/00 at the rate of \$8.35 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

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

DATE: June 7, 2000

TO: Randal J. Henry
P.O. Box 173 Irwin Street
Brisbin, PA 16620

Ginger Fisher, a/k/a Ginger E. Fisher
P.O. Box 173 Irwin Street
Brisbin, PA 16620

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

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUEDE AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA FERDIDA DEL DERECHO A REDIMAR SU HIPOTECA.

STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): Randal J. Henry and Ginger Fisher, a/k/a Ginger E. Fisher
PROPERTY ADDRESS: P.O. Box 173 Irwin Street - Brisbin, PA 16620
LOAN ACCT. NO.: 25801004795
ORIGINAL LENDER: Unicor Mortgage, Inc.
CURRENT LENDER/SERVICER: UC Lending

EXHIBIT A

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM
YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME
FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE.

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE-Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES-If you meet with one of the consumer credit counseling agencies listed at the end of this notice the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE-Your mortgage is in a default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

AGENCY ACTION-Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSE ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

EXHIBIT A

EARLIEST POSSIBLE SHERIFF'S SALE DATE-It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be approximately SIX (6) MONTHS from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER: Attorney Representing Lender:

FEDERMAN AND PHELAN

Suite 900 , Two Penn Center Plaza, Philadelphia, PA 19102

Phone : (215) 563-7000 Fax Number: (215) 563-5534

Contact Person: Phyllis Levin, Reinstatement Department

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

ASSUMPTION OF MORTGAGE-You _____ may or X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charge and attorney's fees and cost are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED

Very truly yours,

FEDERMAN AND PHELAN

Cc: UC Lending
Attn: Trina Short

Account No.: 25801004795

Mailed by 1st Class mail and by certified Mail No: 7000-0520-0014-1552-5063,5070

EXHIBIT A

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT-The MORTGAGE debt held by the above lender on your property located at: **P.O. Box 173 Irwin Street - Brisbin, PA 16620** IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: Start/End: 10/1/99 thru 6/1/00 at **\$347.89** per month.

Monthly Payments Plus Late Charges Accrued	\$3,224.32
NSF:	\$10.00
Inspections:	\$131.80
Other:	\$0.00
(Suspense):	<u>\$209.19</u>
Total amount to cure default	\$3,156.93

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS (Do not use if not applicable): N/A

HOW TO CURE THE DEFAULT-You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS **\$3,156.93**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: FEDERMAN AND PHELAN, Suite 900, Two Penn Center Plaza, Philadelphia, PA 19102, attention: Reinstatement Department.

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable.) N/A.

IF YOU DO NOT CURE THE DEFAULT-If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. The means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorney to start legal action to foreclosure upon your mortgage property.

IF THE MORTGAGE IS FORECLOSED UPON- The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount to the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES-The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE-If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EXHIBIT A

**Pennsylvania Housing Finance Agency
Homeowner's Emergency Mortgage Assistance Program
Consumer Credit Counseling Agencies
(Rev. 5/99)**

CHESTER COUNTY

Acorn Housing Corporation
846 North Broad Street
Philadelphia, PA 19120
(215) 765-1221
FAX (215) 765-1427

Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866
FAX (215) 375-7830

HACE
167 W. Allegheny Ave., 2nd fl.
Philadelphia, PA 19140
(215) 426-8025
FAX (215) 426-9122

Media Fellowship House
302 S. Jackson Street
Media, PA 19063
(610) 365-0846
FAX (610) 565-8567

Tabor Community Services, Inc.
439 E. King Street
Lancaster, PA 17602
(717) 397-5182 OR 1 (800) 788-5062 (H. O. only)
FAX (717) 399-4127

American Red Cross of Chester
1729 Edgemont Avenue
Chester, PA 19013
(610) 874-1484

Northwest Counseling Services
5001 N Broad Street
Philadelphia, PA 19141
(215) 324-7500
FAX (215) 324-8753

CCCS of Delaware Valley
1515 Market Street, Suite 1325
Philadelphia, PA 19107
(215) 563-5665
FAX (215) 563-7020

Community Housing Counseling Inc
P. O. Box 244
Kennett Square, PA 19348
(610) 444-3682
FAX (610) 444-8243

Phila Council For Community Adv.
100 North 17th Street Suite 500
Philadelphia, PA 19103
(215) 567-7803
FAX (215) 963-9941

Community Devel. Corp of Frankford
Group Ministry
4620 Griscom Street
Philadelphia, PA 19124
(215) 744-2990
FAX (215) 744-2012

CCCS of Delaware Valley
Marshall Building
790 E Market St, Suite 215
West Chester, PA 19382
(215) 563-5665

American Credit Counseling Institute

845 Coates St
Coatesville, PA 19320
(888) 212-6741

144 E Dekalb Pike
King of Prussia, PA 19406
(610) 971-2210
FAX (610) 265-4814

755 York Rd, Suite 103
Warminster, PA 18974
(215) 444-9429
FAX (215) 956-6344

CLARION COUNTY

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
(412) 282-7812

CLEARFIELD COUNTY

Keystone Economic Development Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX (814) 539-1688

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
(814) 944-8100
FAX (814) 944-5747

Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX (724) 465-5118

CCCS of Northeastern PA
1631 S Atherton St
Suite 100
State College, PA 16801
(814) 238-3668
FAX (814) 238-3669

EXHIBIT A

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF GROUND, SITUATE IN THE BOROUGH OF
BRISBIN, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED
AS FOLLOWS, TO-WIT:

ON THE NORTH BY IRVIN STREET;
ON THE EAST BY A LOT;
ON THE SOUTH BY OPOSSUM ALLEY; AND,
ON THE WEST BY A LOT.

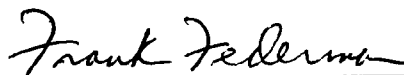
BEING DESIGNATED ON THE CLEARFIELD COUNTY ASSESSMENT MAP AS LOT NO.
#1-M14-332-41.

BEING THE SAME PREMISES WHICH KENNETH PHILLIPS AND JUDITH D. PHILLIPS, BY DEED
DATED JANUARY 22, 1973, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF
CLEARFIELD COUNTY IN DEED BOOK VOLUME 617, PAGE 258, GRANTED AND CONVEYED UNTO
VAUGHN W. PHILLIPS, SINGLE, THE GRANTOR HEREIN.

PREMISES: P.O. BOX 173 IRWIN STREET

VERIFICATION

FRANK FEDERMAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make 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. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel. 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.



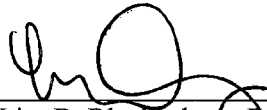
DATE: 8/15/00

VERIFICATION

Lisa D. Blankenburg, 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 OF THE COMPLAINT IN MORTGAGE FORECLOSURE 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: 9.19.00



Lisa D. Blankenburg, Esquire
Attorney for Plaintiff

FEDERMAN AND PHELAN
BY: Francis S. Hallinan, Esquire
Identification No. 62695
Two Penn Center Plaza
Suite 900
Philadelphia, PA 19102-1799
(215) 563-7000

Attorney For Plaintiff

UNITED COMPANIES LENDING CORPORATION

COURT OF COMMON PLEAS
CIVIL DIVISION

CLEARFIELD COUNTY

vs.

NO. 00-1006-CD

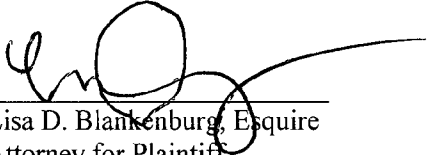
GINGER FISHER, A/K/A
GINGER E. FISHER
P.O. BOX 173 IRWIN STREET
BRISBIN, PA 16620

UNKNOWN, HEIRS, SUCCESSORS
ASSIGNS, AND ALL PERSONS, FIRMS
OR ASSOCIATIONS CLAIMING RIGHT, TITLE
OR INTEREST FROM OR UNDER
RANDAL J. HENRY, DECEASED
P.O. BOX 173 IRWIN STREET
BRISBIN, PA 16620

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Motion for Special Service was sent via first class mail to the following on the date listed below:

GINGER FISHER, A/K/A
GINGER E. FISHER
P.O. BOX 173 IRWIN STREET
BRISBIN, PA 16620



Lisa D. Blankenburg, Esquire
Attorney for Plaintiff

Dated: _____

FRANK FEDERMAN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

UNITED COMPANIES LENDING CORP.

00-1006-CD

VS

FISHER, GINGER A/K/A GINGER E.

COMPLAINT IN MORTGAGE FORECLOSURE
SHERIFF RETURNS

NOW SEPTEMBER 7, 2000 AT 10:30 AM DST SERVED THE WITHIN
COMPLAINT IN MORTGAGE FORECLOSURE ON GINGER FISHER A/K/A
GINGER E. FISHER, DEFENDANT AT SHERIFF'S OFFICE, MARKET ST.
CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO
GINGER FISHER A TRUE AND ATTESTED COPY OF THE ORIGINAL
COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE
CONTENTS THEREOF.

SERVED BT: SHULTZ

36.68 SHFF. HAWKINS PAID BY: ATTY.
10.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

25th DAY OF September 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 Harr

CHESTER A. HAWKINS
SHERIFF

FILED

SEP 25 2000

William A. Shaw
Prothonotary

FEDERMAN AND PHELAN
BY: Lisa D. Blankenburg, Esquire
ATTORNEY I.D. #78020
Ste. 900/Two Penn Center Plaza
Philadelphia, PA 19102
(215) 563-7000
UNITED COMPANIES LENDING CORPORATION

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

CLEARFIELD COUNTY

NO. 00-1006-CD

vs.

GINGER FISHER, A/K/A
GINGER E. FISHER
P.O. BOX 173 IRWIN STREET
BRISBIN, PA 16620

UNKNOWN, HEIRS, SUCCESSORS
ASSIGNS, AND ALL PERSONS, FIRMS
OR ASSOCIATIONS CLAIMING RIGHT, TITLE
OR INTEREST FROM OR UNDER
RANDAL J. HENRY, DECEASED
P.O. BOX 173 IRWIN STREET
BRISBIN, PA 16620

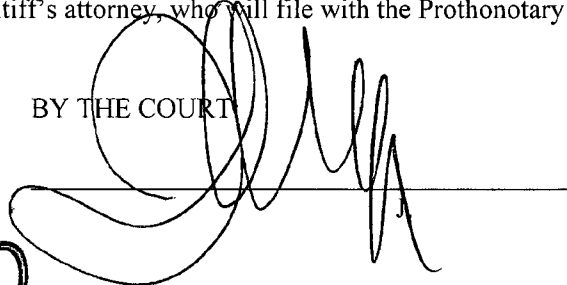
ORDER

AND NOW, this 25th day of September, 2000, upon consideration of Plaintiff's Motion for Service Pursuant to Special Order of court, it is hereby;

ORDERED that Plaintiff may obtain service of the Complaint on UNKNOWN HEIRS, SUCCESSORS, ASSIGNS, AND ALL PERSONS, FIRMS, OR ASSOCIATIONS CLAIMING RIGHT, TITLE, OR INTEREST FROM OR UNDER RANDAL J. HENRY, DECEASED by mailing a true and correct copy of the complaint by Certified mail and Regular mail to the mortgaged premises.

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 of Service.

BY THE COURT



FILED

SEP 25 2000

William A. Shaw
Prothonotary

FILED

SEP 25 2000

See M10361 cc atty
William A. Shaw
Prothonotary
Kedman

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.

: CLEARFIELD COUNTY

GINGER FISHER,
A/K/A GINGER E. FISHER
UNKNOWN HEIRS, SUCCESSORS,
ASSIGNS AND ALL PERSONS, FIRMS
OR ASSOCIATIONS CLAIMING RIGHT,
TITLE OR INTEREST FROM OR UNDER
RANDAL J. HENRY, DECEASED

: NO. 00-1006-CD

FILED

OCT 16 2000

William A. Shaw
Prothonotary

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 UNKNOWN HEIRS, SUCCESSORS, ASSIGNS AND ALL PERSONS, FIRMS OR ASSOCIATIONS CLAIMING RIGHT, TITLE OR INTEREST FROM OR UNDER RANDAL J. HENRY, DECEASED at P.O. BOX 173 IRWIN STREET, BRISBIN, PA 16620** on 10.10.00, in accordance with the Order of Court dated **SEPTEMBER 25, 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 10, 2000


FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

FILED

OCT 16 2000

MIS/W
William A. Shaw
Prothonotary

CC




OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649


MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

 COPY

Notice of Proposed Termination of Court Case

November 10, 2005

FILED

NOV 10 2005 

William A. Shaw
Prothonotary/Clerk of Courts

RE: 00-1006-CD
United Companies Lending Corp.
Vs.
Ginger Fisher and Unknown Heirs

Dear Plaintiff/Defendant:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary** of Clearfield County, 230 East Market Street, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before January 17, 2005.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,



David S. Meholic
Court Administrator



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

November 10, 2005

RE: 00-1006-CD
United Companies Lending Corp.
Vs.
Ginger Fisher and Unknown Heirs

Dear Plaintiff/Defendant:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

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If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

A handwritten signature in black ink, appearing to read "David S. Meholic".

David S. Meholic
Court Administrator

PHELAN HALLINAN & SCHMIEG, LLP

Lawrence T. Phelan, Esq., Id. No. 32227

Francis S. Hallinan, Esq., Id. No. 62695

Daniel G. Schmieg, Esq., Id No.

One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

United Companies Lending Corp.

Plaintiff

vs.

Randall J. Henry
Ginger Fisher, a/k/a Ginger E. Fisher
Defendant(s)

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas
: Civil Division

: Clearfield County
: No. 00-1006 CD

PRAECIPE

TO THE PROTHONOTARY:

 X Please mark the above referenced case Discontinued and Ended without prejudice.

 Please mark the above referenced case Settled, Discontinued and Ended.

 Please mark Judgments satisfied and the Action settled, discontinued and ended.

 Please Vacate the judgment entered and mark the action discontinued and ended without prejudice.

 Please withdraw the complaint and mark the action discontinued and ended without prejudice.

Date: 11/29/05

Francis S. Hallinan

Francis S. Hallinan
Attorney for Plaintiff

FILED

DEC 01 2005

William A. Shaw

Prothonotary/Clerk of Courts

1 case TO ATT

Cent of Disc TO

C/D

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

CIVIL DIVISION

United Companies Lending Corporation

Vs.

No. 2000-01006-CD

**Randall J. Henry
Ginger Fisher**

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on December 1, 2005, marked:

Discontinued and Ended with prejudice.

Record costs in the sum of \$106.68 have been paid in full by Phelan Hallinan & Schmieg, LLP.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 1st day of December A.D. 2005.



William A. Shaw, Prothonotary