

00-1295-CI
FORD CONSUMER DISCOUNT COMPANY -vs- EDWARD M. CAMBRIA, SR.

11 FORD CONSUMER
DISCOUNT COMPANY
Plaintiff
VS.
32 EDWARD M. CAMBRIA, SR.
Defendant

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
: NO. 00-1295-CO
: CIVIL ACTION - LAW
: MORTGAGE FORECLOSURE

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice have been served. To defend against the aforementioned claims, a written appearance stating your defenses and objections must be entered and filed in writing by you, the defendant, or by an attorney. You are warned that if you fail to take action against these claims, the court may proceed without you and a judgement for any money claimed in the complaint or for any other claim required by the plaintiff may be entered against you by the court without further notice. You may lose money, 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.

Raymond L. Billotte, Court Administrator, Clearfield County Courthouse, Clearfield, PA 16830 (814) 765-2641 (ext. 50)

NOTICIA

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Usted debe presentar una apariencia escrita o en persona o por abogado y archivar en la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede entrar una orden contra usted sin previo aviso o notificación y por cualquier queja o alivio que es pedido en la petición de demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

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

Raymond L. Billotte, Court Administrator, Clearfield County Courthouse, Clearfield, PA 16830 (814) 765-2641 (ext. 50)

FILED

OCT 19 2000

William A. Shaw
Prothonotary

FORD CONSUMER : IN THE COURT OF COMMON PLEAS
DISCOUNT COMPANY : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff :
VS. :
NO.
EDWARD M. CAMBRIA, SR. : CIVIL ACTION - LAW
Defendant : MORTGAGE FORECLOSURE

THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE
FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. §1601:

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing within the said thirty (30) day period that the aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

PURCELL, KRUG & HALLER
Leon P. Haller, Esquire
1719 North Front Street
Harrisburg, PA 17102-2392
(717) 234-4178
Attorney ID #15700
Attorney for Plaintiff

FORD CONSUMER : IN THE COURT OF COMMON PLEAS
DISCOUNT COMPANY : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff :
VS. : NO.
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Defendant : MORTGAGE FORECLOSURE

C O M P L A I N T

1. Plaintiff, FORD CONSUMER DISCOUNT COMPANY, is a Corporation with offices at 1111 Northpoint Drive, Building 4, Suite 100, Coppell, Texas 75019-3931.
2. Defendant, EDWARD M. CAMBRIA, is an adult individual whose last known residence is 505 ADAMS STREET, #C, PHILIPSBURG, PA 16866.
3. On or about October 17, 1996, Defendant executed and delivered a Note in the sum of \$48,257.98 payable to FORD CONSUMER DISCOUNT COMPANY.
4. Contemporaneously with and at the time of the execution of the aforesaid Note, in order to secure payment of the same, Defendant made, executed and delivered to the original Mortgagee, a certain real estate Mortgage which is recorded in the within Commonwealth and County in the Office of the Recorder of Deeds in Mortgage Book 1797, page 421, conveying to the original Mortgagee the subject premises. Said Mortgage is attached hereto and marked Exhibit "A".
5. The land subject to the Mortgage is: 607 STONE STREET,

OSCEOLA MILLS, PA 16666, and is more particularly described in Exhibit "B" attached hereto.

6. The said Defendant is the real owner of the land subject to the Mortgage.

7. The Mortgage is in default due to the fact that Mortgagor has failed to pay the installment due on March 22, 1999 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

(a) Unpaid principal balance	\$ 47,209.94
(b) Interest at \$12.92 per day from 3/22/99 to 10/22/00 (based on contract rate of 9.99%)	7,480.68
(c) 5% Attorney's commission	<u>2,360.50</u>
TOTAL	\$ 57,051.12*

*Together with interest at the per diem rate noted in (b) above after October 22, 2000, and other charges and costs to date of Sheriff's Sale. 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 that are actually incurred by Plaintiff.

8. No Judgment has been entered upon said Mortgage in any jurisdiction.

9. Plaintiff has complied with the notice procedures

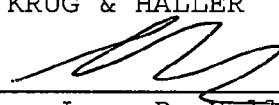
required by Pennsylvania Act 160 of 1998 by sending to each Defendant, by regular mail, a copy of the combined Act 6/91 Notice. A true and correct copy of the Combined Act 6/91 Notice, along with a copy of the Certificate of Mailing, is attached hereto as Exhibit "C".

10. The Defendant has either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or has been determined by the Pennsylvania Housing Finance Agency not to qualify for Mortgage Assistance.

11. Defendant is not a member of the Armed Forces of the United States of America, nor engaged in any way which would bring him within the Soldiers and Sailors Relief Act of 1940, as amended.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 9.99% (\$12.92 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

PURCELL, KRUG & HALLER

By 

Leon P. Haller
Attorney for Plaintiff
I. D. #15700
1719 N. Front St.
Harrisburg, Pa. 17102
(717) 234-4178

→ See over on docs

MORTGAGE

VOL 1797 PAGE 421

THIS MORTGAGE entered into on 10/17/96 between EDWARD M CAMBRIA SR

607 STONE STREET OSCEOLA PA 16665
herein called "Mortgagor", and FORD CONSUMER DISCOUNT COMPANY
NEW YORK corporation having an office and place of business at:
3220 TILLMAN DRIVE SUITE 101 BENSALEM, PA 19020-2032
herein called "Mortgagee".

WITNESSETH, that to secure payment by Mortgagor of a Note dated the same as this Mortgage in the sum of
\$ 48,257.98 together with interest at the rate stated in the Note, Mortgagor does by these presents sell,
grant and convey to Mortgagee: ALL the following described real estate situated in the BOROUGH of
OSCEOLA MILLS County of CLEARFIELD Commonwealth of Pennsylvania,
described as follows:

SEE EXHIBIT A ATTACHED HERETO, INCORPORATED HEREIN AND MADE A PART HEREOF.

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or appertaining, herein called the "Mortgaged Premises." TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever.

THIS MORTGAGE IS MADE subject to the following conditions, and Mortgagor agrees:

1. Mortgagor will make all payments on the due date thereof and perform all other obligations as required or provided herein and in said Note.
2. Mortgagor will pay when due all taxes and assessments levied or assessed against said premises or any part thereof, and will deliver receipts therefor to the Mortgagee upon request.
3. Mortgagor will keep the improvements on said property constantly insured against fire and other such hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
4. Mortgagor will neither commit nor suffer any strip, waste, impairment or deterioration of the Mortgaged Premises, and will maintain the same in good order and repair.
5. In the event the Mortgagor sells, agrees to sell, conveys, assigns or alienates the Mortgaged Premises, all obligations secured by this Mortgage shall become due and payable at the option of the Mortgagee.
6. In the event the Mortgagor defaults in the making of any payment due and payable under said Note or in the keeping and performance by Mortgagors of any of the conditions of covenants of this Mortgage or said Note, Mortgagee shall be entitled to the rents, issues and profits from the Mortgaged Premises and Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon or institute other foreclosure proceedings upon this Mortgage and may proceed to judgment and execution to recover the balance due on said Note and any other sums that may be due thereunder, including reasonable attorney's fees, costs of suit, and costs of sale, all as allowed by law, together with interest after judgment until the full amount due Mortgagee is paid.
7. In the event of default or upon abandonment of the Mortgaged Premises, the Mortgagee, in person or by agent, shall be entitled to enter upon, take possession of, and manage the property, and to collect the rents of the property including those past due. Any rents collected by the Mortgagee shall be applied first to payment of the costs of management of the property, collection of rents, and reasonable attorney's fees, and then to the sum secured by the Mortgage.

BUT PROVIDED ALWAYS, THAT IF Mortgagor does pay or cause this Mortgage and the debt hereby secured to be paid in full on the day and in the manner provided in said Note, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding. The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Payment of this Mortgage is subject to the terms and conditions of said Note of even date between Mortgagor and Mortgagee.

IN WITNESS WHEREOF, the said Mortgagors have signed this Mortgage with seal(s) affixed, on the date first above written:

Signed, Sealed and Delivered in the Presence of:

D. M. Smith Witness

Graylene Witness

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CENTRE } SS.

On this 17th day of October 1996, before me, a Notary Public, came
Edward M. Cambria, Sr.

Mortgagor(s) above named, and acknowledge the within Mortgage to be his act and deed, and desired the
same to be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

My commission expires: Della M. Smith

PA2000671

Page 1 of 2

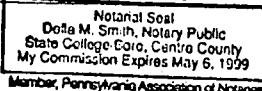


EXHIBIT A

ALL that certain piece or parcel of land situate, lying and being
in the Borough of Osceola Mills, Clearfield County, Pennsylvania,
bounded and described as follows, to-wit:

BEGINNING at the northeast corner of Stone Street and Spruce
Alley in said Borough; thence in an easterly course along
the line of Spruce Alley 70 feet to a post on the dividing
line between lots 18 and 19 on plan of said Borough; thence
along said dividing line in a Northerly course 53 feet to a
post in said line; thence along a line parallel with Spruce
Alley in a Westerly course 70 feet to a post or point on the
easterly line of Stone Street; thence along the easterly line
of Stone Street in a Southerly course, 53 feet to a post or
corner of Spruce Alley, the place of beginning.

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

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 8:50 10-25-96
BY Karen L. Stark
FEES 13.50
Karen L. Stark, Recorder



Karen L. Stark
Karen L. Stark
Recorder of Deeds



ALL that certain piece or parcel of land situate, lying and being in the Borough of Osceola Mills, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the northeast corner of Stone Street and Spruce Alley in said Borough; thence in an easterly course along the line of Spruce Alley 70 feet to a post on the dividing line between lots 18 and 19 on plan of said Borough; thence along said dividing line in a Northerly course 53 feet to a post in said line; thence along a line parallel with Spruce Alley in a Westerly course 70 feet to a post or point on the Easterly line of Stone Street; thence along the Easterly line of Stone Street in a Southerly course, 53 feet to a post or corner of Spruce Alley, the place of beginning. Being bounded on the North by property now or formerly of Carrie G. McGaughey; on the East by property now or formerly of the Independent Order of Odd Fellows; on the South by Spruce Alley; and on the West by Stone Street.

BEING part of Lot Nos. 17 and 18 in official plan of said Borough.

"B"
EXHIBIT

Re: Associates vs. CAMBRIA

Act 6/91 Notice

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3817)

Received from:

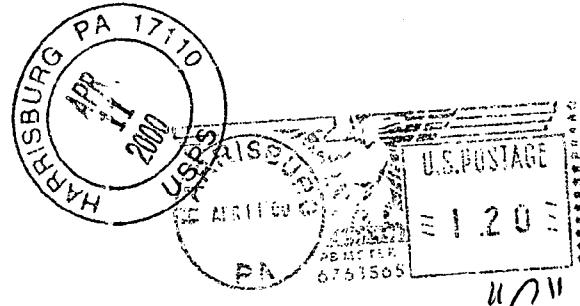
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to: Postmark:

Edward M. Cambria
505 Adams Street #C
Philipsburg, PA 16866-1907

Edward M. Cambria
607 Stone Street
Osceola Mills, PA 16666-1237



A C T 9 1 N O T I C E

TAKE ACTION TO SAVE
YOUR HOME FROM
FORECLOSURE

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

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

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

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

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

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

April 11, 2000

To: Edward M. Cambria
505 Adams Street #C
Philipsburg, PA 1666-1907

Re: Loan No. 030137840108102
Property: 607 Stone Street, Osceola Mills, PA
16666-1237

CURRENT LENDER/SERVICER: Associates Financial Services Co., Inc.,
1111 Northpoint Drive, Building 4, Suite
100, Coppell, Texas 75019-3931

HOMEOWNERS 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 RESUMING 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 a representative of the creditor or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan or to otherwise settle your delinquency. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS.**

IF YOU DO NOT APPLY FOR EMERGENCY 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 AGENCY — If you meet with your creditor or with a consumer credit counseling agency identified in this notice, the creditor may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default).

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

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

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

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

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

HOW YOUR MORTGAGE IS IN DEFAULT

NATURE OF THE DEFAULT — The MORTGAGE debt held by the above creditor on your property located at: 607 Stone Street, Osceola Mills, PA 16666-1237 IS IN DEFAULT because:

A. YOU HAVE NOT MADE THE MONTHLY MORTGAGE PAYMENTS. The following amounts are now past due:

Delinquent payments (12 @ \$431.45)	\$ 5,177.40
Payment due during cure period	431.45
Total amount due	\$ 5,608.85

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (EXPLAIN) :

NOT APPLICABLE

HOW TO CURE THE DEFAULT — You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE** to the lender plus any additional monthly payments and late charges which may fall due after the date of this notice and the date you make your payment. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Associates Financial Serves Co., Inc.
1111 Northpoint Drive, Building 4, Suite 100
Coppell, Texas 75019-3931

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

NOT APPLICABLE

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

to foreclose upon your mortgaged property.

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

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE — If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount 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 and by performing any other requirements under the mortgage.

EARLIEST POSSIBLE SHERIFF'S SALE DATE — It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately FOUR months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender. If money is due, such payment must be in cash, cashier's check, certified check or money order, made payable to the lender at the address set forth above.

HOW TO CONTACT THE LENDER

Associates Financial Services Co., Inc.
1111 Northpoint Drive, Building 4, Suite 100
Coppell, Texas 75019-3931
(800) 438-0263

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.

OTHER RIGHTS THAT YOU HAVE — You have additional rights to help protect your interest in the property:

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 DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

(SEE ATTACHED)

CLEARFIELD COUNTY

Keystone Economic Devel. Corp
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX# (814) 539-1688

CCCS of Western PA, Inc.
500-02 3rd Avenue
Post Office Box 278
Duncansville, PA 16635
(814) 696-3546

Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(412) 465-2657
FAX# (412) 465-5118

CLINTON COUNTY

Lycoming-Clinton Counties Commission For Comm. Action(STEP)
2138 Lincoln Street
P.O. Box 1328
Williamsport, PA 17703
(717) 326-0587
FAX# (717) 322-2197

COMPANY NAME:

FORD CONSUMER DISCOUNT COMPANY

VERIFICATION

I verify that the statements made in the foregoing Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: October 18, 2000

By

Tracy Skinner
Title _____ Foreclosure Manager

02-12-01 Document
Reinstated/Rescued to Sheriff/Attorney
for service.
Deputy Prothonotary
W.M. Shaw

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

FORD CONSUMER
DISCOUNT COMPANY
Plaintiff

vs.

EDWARD M. CAMBRIA, SR.
Defendant

COMPLAINT IN MORTGAGE FORECLOSURE

FILED *W.M. Shaw*
OCT 19 2000
2000-3413cc Sheriff
William A. Shaw
Prothonotary

LAW OFFICES
Purcell, Krueger & Hallen
1719 N. FRONT STREET
HARRISBURG, PA. 17102-2392

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10324

FORD CONSUMER DISCOUNT COMPANY

00-1295-CD

VS.

CAMBRIA, EDWARD M. SR.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW OCTOBER 31, 2000, DENNY NAU, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON EDWARD M. CAMBRIA, SR., DEFENDANT.

NOW NOVEMBER 22, 2000 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON EDWARD M. CAMBRIA SR., DEFENDANT BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "NOT SERVED", TIME EXPIRED.

NOW DECEMBER 11, 2000 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINTS IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO OCCUPANTS OF RESIDENCE OF EDWARD M. CAMBRIA, SR., LOCATED AT 607 STONE ST., OSCEOLA MILLS, PA. "HOUSE IS EMPTY"

Return Costs

Cost	Description
44.94	SHFF. HAWKINS PAID BY: ATTY.
40.00	SHFF. NAU PAID BY: ATTY.
30.00	SURCHARGE PAID BY: ATTY.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10324

FORD CONSUMER DISCOUNT COMPANY

00-1295-CD

VS.

CAMBRIA, EDWARD M. SR.

COMPLAINT IN MORTGAGE FORECLOSURE

FILED

DEC 15 2000

01/24/01

William A. Shaw

Prothonotary

SHERIFF RETURNS

Sworn to Before Me This

So Answers,

15 Day Of Dec 2000

William A. Shaw

Chester A. Hawkins
Chester A. Hawkins

Sheriff

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

SHERIFF'S OFFICE

CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do not detach any copies.

1. Plaintiff(s)	2. Case Number
<i>Ford Consumer Discount Company</i>	
3. Defendant(s)	4. Type of Writ or Complaint:
<i>Edward M. Cambria, Sr</i>	
SERVE → AT	<p>5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. <i>Edward M. Cambria, Sr</i></p> <p>6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) <i>505 Adams Street, #C, Philipsburg, PA</i></p>
7. Indicate unusual service:	<input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other

Now, 20 I SHERIFF OF CENTRE COUNTY, PA., do hereby depose the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. _____ Sheriff of Centre County

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

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

9. Print/Type Name and Address of Attorney/Originator	10. Telephone Number	11. Date
12. Signature		

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above.	SIGNATURE of Authorized CCSD Deputy of Clerk and Title	14. Date Filed	15. Expiration/Hearing Date
--	--	----------------	-----------------------------

TO BE COMPLETED BY SHERIFF

16. Served and made known to _____, on the _____ day of _____,

20 _____, at _____ o'clock, _____ m., at _____, County of Centre

Commonwealth of Pennsylvania, in the manner described below:

- Defendant(s) personally served.
- Adult family member with whom said Defendant(s) resides(s). Relationship is _____
- Adult in charge of Defendant's residence.
- Manager/Clerk of place of lodging in which Defendant(s) resides(s).
- Agent or person in charge of Defendant's office or usual place of business.
- _____ and officer of said Defendant company.
- Other _____

On the 22 day of November, 20 00, at 0900 o'clock, A M.

Defendant not found because:

- Moved
- Unknown
- No Answer
- Vacant

Other *Clearfield County requested return for reinstatement.*

Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
<u>\$ 75.00</u>	<u>9.00</u>	<u>5.00</u>	<u>0</u>	<u>2.50</u>	<u>21.00</u>	<u>.50</u>	<u>2.00</u>	<u>\$40.00</u>	<u>\$ 35.00</u>

17. AFFIRMED and subscribed to before me this _____

So Answer.

20. day of _____ 20 _____

18. Signature of Dep. Sheriff

19. Date

11/22/00

23. _____ Notary Public

21. Signature of Sheriff

22. Date

SHERIFF OF CENTRE COUNTY

My Commission Expires

Amount Pd.

Page

24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE
OF AUTHORIZED AUTHORITY AND TITLE.

25. Date Received



CHESTER A. HAWKINS
SHERIFF

**Sheriff's Office
Clearfield County**

SUITE 116
1 NORTH SECOND STREET - COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641
AFTER 4:00 P.M. (814) 765-1533

CLEARFIELD COUNTY FAX
(814) 765-6089

DARLENE SHULTZ
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

MARGARET PUTT
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FORD CONSUMER DISCOUNT COMPANY

NO. 00-1295-CD

VS
EDWARD M. CAMBRIA SR.

ACTION: COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 11/18/00

or

HEARING DATE:

SERVE: EDWARD M. CAMBRIA SR.

ADDRESS: 505 Adams St. #c, Philipsburg

Know all men by these presents, that I, CHESTER A. HAWKINS,
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby
deputize the SHERIFF of CENTRE County to execute this writ.

This deputation being made at the request and risk of the plaintiff
this 31st day of OCTOBER 2000.

Respectfully,

Chester A. Hawkins
CHESTER A. HAWKINS
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: PURCELL, KRUG & HALLER, Attorneys

11/1
PC 1432-A
pd. 15-10

FORD CONSUMER DISCOUNT COMPANY Plaintiff	:	IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
VS.	:	NO. 00-1295 CO
EDWARD M. CAMBRIA, SR. Defendant	:	CIVIL ACTION - LAW MORTGAGE FORECLOSURE

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice have been served. To defend against the aforementioned claims, a written appearance stating your defenses and objections must be entered and filed in writing by you, the defendant, or by an attorney. You are warned that if you fail to take action against these claims, the court may proceed without you and a judgement for any money claimed in the complaint or for any other claim required by the plaintiff may be entered against you by the court without further notice. You may lose money, 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.

Raymond L. Billotte, Court Administrator, Clearfield County Courthouse, Clearfield, PA 16830 (814) 765-2641 (ext. 50)

NOTICIA

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Usted debe presentar una apariencia escrita o en persona o por abogado y archivar en la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede entrar una orden contra usted sin previo aviso o notificación y por cualquier queja o alivio que es pedido en la petición de demanda.

Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENNE ABOGADO SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONE A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRIDA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASSISTENCIA LEGAL:

Raymond L. Billotte, Court Administrator, Clearfield County
Courthouse, Clearfield, PA 16830 (814) 765-2641 (ext. 50)
Attest: *William L. Shanahan*
Prothonotary

OCT 19 2000

Attest:

William L. Shanahan
Prothonotary

FORD CONSUMER	:	IN THE COURT OF COMMON PLEAS
DISCOUNT COMPANY	:	CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff	:	
VS.	:	NO.
EDWARD M. CAMBRIA, SR.	:	CIVIL ACTION - LAW
Defendant	:	MORTGAGE FORECLOSURE

THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE
FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. §1601:

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing within the said thirty (30) day period that the aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

PURCELL, KRUG & HALLER
Leon P. Haller, Esquire
1719 North Front Street
Harrisburg, PA 17102-2392
(717)234-4178
Attorney ID #15700
Attorney for Plaintiff

FORD CONSUMER : IN THE COURT OF COMMON PLEAS
DISCOUNT COMPANY : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff :
VS. : NO.
EDWARD M. CAMBRIA, SR. : CIVIL ACTION - LAW
Defendant : MORTGAGE FORECLOSURE

C O M P L A I N T

1. Plaintiff, FORD CONSUMER DISCOUNT COMPANY, is a Corporation with offices at 1111 Northpoint Drive, Building 4, Suite 100, Coppell, Texas 75019-3931.
2. Defendant, EDWARD M. CAMBRIA, is an adult individual whose last known residence is 505 ADAMS STREET, #C, PHILIPSBURG, PA 16866.
3. On or about October 17, 1996, Defendant executed and delivered a Note in the sum of \$48,257.98 payable to FORD CONSUMER DISCOUNT COMPANY.
4. Contemporaneously with and at the time of the execution of the aforesaid Note, in order to secure payment of the same, Defendant made, executed and delivered to the original Mortgagee, a certain real estate Mortgage which is recorded in the within Commonwealth and County in the Office of the Recorder of Deeds in Mortgage Book 1797, page 421, conveying to the original Mortgagee the subject premises. Said Mortgage is attached hereto and marked Exhibit "A".
5. The land subject to the Mortgage is: 607 STONE STREET,

OSCEOLA MILLS, PA 16666, and is more particularly described in Exhibit "B" attached hereto.

6. The said Defendant is the real owner of the land subject to the Mortgage.

7. The Mortgage is in default due to the fact that Mortgagor has failed to pay the installment due on March 22, 1999 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

(a)	Unpaid principal balance	\$ 47,209.94
(b)	Interest at \$12.92 per day from 3/22/99 to 10/22/00 (based on contract rate of 9.99%)	7,480.68
(c)	5% Attorney's commission	<u>2,360.50</u>
	TOTAL	\$ 57,051.12*

*Together with interest at the per diem rate noted in (b) above after October 22, 2000, and other charges and costs to date of Sheriff's Sale. 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 that are actually incurred by Plaintiff.

8. No Judgment has been entered upon said Mortgage in any jurisdiction.

9. Plaintiff has complied with the notice procedures

required by Pennsylvania Act 160 of 1998 by sending to each Defendant, by regular mail, a copy of the combined Act 6/91 Notice. A true and correct copy of the Combined Act 6/91 Notice, along with a copy of the Certificate of Mailing, is attached hereto as Exhibit "C".

10. The Defendant has either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or has been determined by the Pennsylvania Housing Finance Agency not to qualify for Mortgage Assistance.

11. Defendant is not a member of the Armed Forces of the United States of America, nor engaged in any way which would bring him within the Soldiers and Sailors Relief Act of 1940, as amended.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 9.99% (\$12.92 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

PURCELL, KRUG & HALLER

By 

Leon P. Haller
Attorney for Plaintiff
I. D. #15700
1719 N. Front St.
Harrisburg, Pa. 17102
(717) 234-4178

→ See over on docs

MORTGAGE

VOL 1797 PAGE 421

THIS MORTGAGE entered into on 10/17/96, between EDWARD M CAMBRIA SR

607 STONE STREET

OSCEOLA PA 16665

herein called "Mortgagor", and FORD CONSUMER DISCOUNT COMPANY

NEW YORK

corporation having an office and place of business at:

3220 TILLMAN DRIVE SUITE 101

BENSALEM, PA 19020-2032

herein called "Mortgagee".

WITNESSETH, that to secure payment by Mortgagor of a Note dated the same as this Mortgage in the sum of \$ 48,257.98, together with interest at the rate stated in the Note, Mortgagor does by these presents sell, grant and convey to Mortgagee, ALL the following described real estate situated in the BOROUGH of OSCEOLA MILLS, County of CLEARFIELD, Commonwealth of Pennsylvania, described as follows:

SEE EXHIBIT A ATTACHED HERETO, INCORPORATED HEREIN AND MADE A PART HEREOF.

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or appertaining, herein called the "Mortgaged Premises." TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever.

THIS MORTGAGE IS MADE subject to the following conditions, and Mortgagor agrees:

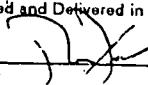
1. Mortgagor will make all payments on the due date thereof and perform all other obligations as required or provided herein and in said Note.
2. Mortgagor will pay when due all taxes and assessments levied or assessed against said premises or any part thereof, and will deliver receipts therefor to the Mortgagee upon request.
3. Mortgagor will keep the improvements on said property constantly insured against fire and other such hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
4. Mortgagor will neither commit nor suffer any strip, waste, impairment or deterioration of the Mortgaged Premises, and will maintain the same in good order and repair.
5. In the event the Mortgagor sells, agrees to sell, conveys, assigns or alienates the Mortgaged Premises, all obligations secured by this Mortgage shall become due and payable at the option of the Mortgagee.
6. In the event the Mortgagor defaults in the making of any payment due and payable under said Note or in the keeping and performance by Mortgagors of any of the conditions of covenants of this Mortgage or said Note, Mortgagee shall be entitled to the rents, issues and profits from the Mortgaged Premises and Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon or institute other foreclosure proceedings upon this Mortgage and may proceed to judgment and execution to recover the balance due on said Note and any other sums that may be due thereunder, including reasonable attorney's fees, costs of suit, and costs of sale, all as allowed by law, together with interest after judgment until the full amount due Mortgagee is paid.
7. In the event of default or upon abandonment of the Mortgaged Premises, the Mortgagee, in person or by agent, shall be entitled to enter upon, take possession of, and manage the property, and to collect the rents of the property including those past due. Any rents collected by the Mortgagee shall be applied first to payment of the costs of management of the property, collection of rents, and reasonable attorney's fees, and then to the sum secured by the Mortgage.

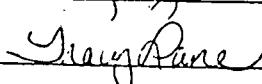
BUT PROVIDED ALWAYS, THAT IF Mortgagor does pay or cause this Mortgage and the debt hereby secured to be paid in full on the day and in the manner provided in said Note, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding. The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Payment of this Mortgage is subject to the terms and conditions of said Note of even date between Mortgagor and Mortgagee.

IN WITNESS WHEREOF, the said Mortgagors have signed this Mortgage with seal(s) affixed, on the date first above written.

Signed, Sealed and Delivered in the Presence of:


Witness
EDWARD M. CAMBRIA SR

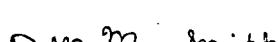

Witness

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CENTRE }
On this 17th day of October 1996, before me, a Notary Public, duly

Edward M. Cambria, Sr.
Mortgagor(s) above named, and acknowledge the within Mortgage to be his act and deed, and desired the same to be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

My commission expires: 
Notary Seal
Della M. Smith, Notary Public
State College, Centre County
My Commission Expires May 6, 1999
Notary Public
Member, Pennsylvania Association of Notaries

PA2000671

Page 1 of 2

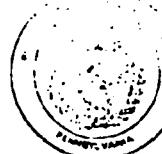
EXHIBIT A

ALL that certain piece or parcel of land situate, lying and being
in the Borough of Osceola Mills, Clearfield County, Pennsylvania,
bounded and described as follows, to-wit:

BEGINNING at the northeast corner of Stone Street and Spruce
Alley in said Borough; thence in an easterly course along
the line of Spruce Alley 70 feet to a post on the dividing
line between lots 18 and 19 on plan of said Borough; thence
along said dividing line in a Northerly course 53 feet to a
post in said line; thence along a line parallel with Spruce
Alley in a Westerly course 70 feet to a post or point on the
Easterly line of Stone Street; thence along the Easterly line
of Stone Street in a Southerly course, 53 feet to a post or
corner of Spruce Alley, the place of beginning.

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

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 8:50 10-25-96
BY Karen L. Stark
FEES 13.50
Karen L. Stark, Recorder



Karen L. Stark
Karen L. Stark
Recorder of Deeds

ALL that certain piece or parcel of land situate, lying and being in the Borough of Osceola Mills, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the northeast corner of Stone Street and Spruce Alley in said Borough; thence in an easterly course along the line of Spruce Alley 70 feet to a post on the dividing line between lots 18 and 19 on plan of said Borough; thence along said dividing line in a Northerly course 53 feet to a post in said line; thence along a line parallel with Spruce Alley in a Westerly course 70 feet to a post or point on the Easterly line of Stone Street; thence along the Easterly line of Stone Street in a Southerly course, 53 feet to a post or corner of Spruce Alley, the place of beginning. Being bounded on the North by property now or formerly of Carrie G. McGaughey; on the East by property now or formerly of the Independent Order of Odd Fellows; on the South by Spruce Alley; and on the West by Stone Street.

BEING part of Lot Nos. 17 and 18 in official plan of said Borough.

"B"
EXHIBIT

Re: Associates vs. CAMBRIA

Act 6/91 Notice

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3817)

Received from:

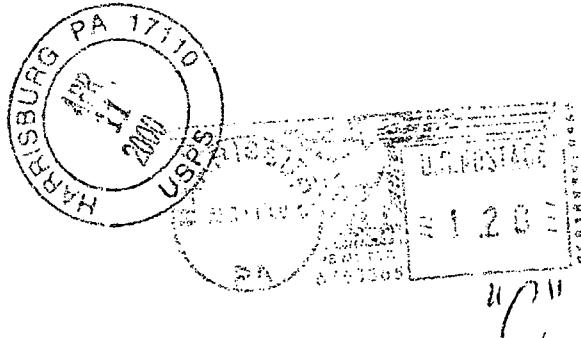
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to: Postmark:

Edward M. Cambria
505 Adams Street #C
Philipsburg, PA 16866-1907

Edward M. Cambria
607 Stone Street
Osceola Mills, PA 16666-1237



A C T 9 1 N O T I C E

TAKE ACTION TO SAVE
YOUR HOME FROM
FORECLOSURE

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

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

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

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

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

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

April 11, 2000

To: Edward M. Cambria
505 Adams Street #C
Philipsburg, PA 1666-1907

Re: Loan No. 030137840108102
Property: 607 Stone Street, Osceola Mills, PA
16666-1237

CURRENT LENDER/SERVICER: Associates Financial Services Co., Inc.,
1111 Northpoint Drive, Building 4, Suite
100, Coppell, Texas 75019-3931

HOMEOWNERS 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 RESUMING 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 a representative of the creditor or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan or to otherwise settle your delinquency. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY 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 AGENCY - If you meet with your creditor or with a consumer credit counseling agency identified in this notice, the creditor may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default).

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

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

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

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

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

HOW YOUR MORTGAGE IS IN DEFAULT

NATURE OF THE DEFAULT — The MORTGAGE debt held by the above creditor on your property located at: 607 Stone Street, Osceola Mills, PA 16666-1237 IS IN DEFAULT because:

A. YOU HAVE NOT MADE THE MONTHLY MORTGAGE PAYMENTS. The following amounts are now past due:

Delinquent payments (12 @ \$431.45)	\$ 5,177.40
Payment due during cure period	431.45
Total amount due	\$ 5,608.85

B.. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (EXPLAIN) :

NOT APPLICABLE

HOW TO CURE THE DEFAULT — You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE** to the lender plus any additional monthly payments and late charges which may fall due after the date of this notice and the date you make your payment. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Associates Financial Serves Co., Inc.
1111 Northpoint Drive, Building 4, Suite 100
Coppell, Texas 75019-3931

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

NOT APPLICABLE

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

to foreclose upon your mortgaged property.

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

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE — If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount 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 and by performing any other requirements under the mortgage.

EARLIEST POSSIBLE SHERIFF'S SALE DATE — It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately FOUR months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender. If money is due, such payment must be in cash, cashier's check, certified check or money order, made payable to the lender at the address set forth above.

HOW TO CONTACT THE LENDER

Associates Financial Services Co., Inc.
1111 Northpoint Drive, Building 4, Suite 100
Coppell, Texas 75019-3931
(800)438-0263

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.

OTHER RIGHTS THAT YOU HAVE — You have additional rights to help protect your interest in the property:

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 DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

(SEE ATTACHED)

CLEARFIELD COUNTY

Keystone Economic Devel. Corp
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX#(814) 539-1688

CCCS of Western PA, Inc.
500-02 3rd Avenue
Post Office Box 278
Duncansville, PA 16635
(814) 696-3546

Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(412) 465-2657
FAX#(412) 465-5118

CLINTON COUNTY

Lycoming-Clinton Counties Commission For Comm. Action(STEP)
2138 Lincoln Street
P.O. Box 1328
Williamsport, PA 17703
(717) 326-0587
FAX#(717) 322-2197

COMPANY NAME:

FORD CONSUMER DISCOUNT COMPANY

VERIFICATION

I verify that the statements made in the foregoing Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: October 18, 2000

By Tracy Skinner

Title Foreclosure Manager

FORD CONSUMER DISCOUNT COMPANY Plaintiff	:	IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
VS.	:	NO. 00-1295-CO
EDWARD M. CAMBRIA, SR. Defendant	:	CIVIL ACTION - LAW MORTGAGE FORECLOSURE

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice have been served. To defend against the aforementioned claims, a written appearance stating your defenses and objections must be entered and filed in writing by you, the defendant, or by an attorney. You are warned that if you fail to take action against these claims, the court may proceed without you and a judgement for any money claimed in the complaint or for any other claim required by the plaintiff may be entered against you by the court without further notice. You may lose money, 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.

Raymond L. Billotte, Court Administrator, Clearfield County Courthouse, Clearfield, PA 16830 (814) 765-2641 (ext. 50)

NOTICIA

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Usted debe presentar una apariencia escrita o en persona o por abogado y archivar en la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede entrar una orden contra usted sin previo aviso o notificación y por cualquier queja o alivio que es pedido en la petición de demanda.

Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENNE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONE A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRIDA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASSISTENCIA LEGAL:

Raymond L. Billotte, Court Administrator, Clearfield County Courthouse, Clearfield, PA 16830 (814) 765-2641
 The above copy is to be a true and attested copy of the original statement filed in this case.

OCT 19 2000

Attest:

William L. Hause
Prothonotary

FORD CONSUMER	:	IN THE COURT OF COMMON PLEAS
DISCOUNT COMPANY	:	CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff	:	
VS.	:	NO.
EDWARD M. CAMBRIA, SR.	:	CIVIL ACTION - LAW
Defendant	:	MORTGAGE FORECLOSURE

THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE
FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. §1601:

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing within the said thirty (30) day period that the aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

PURCELL, KRUG & HALLER
Leon P. Haller, Esquire
1719 North Front Street
Harrisburg, PA 17102-2392
(717) 234-4178
Attorney ID #15700
Attorney for Plaintiff

FORD CONSUMER : IN THE COURT OF COMMON PLEAS
DISCOUNT COMPANY : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff :
VS. : NO.
EDWARD M. CAMBRIA, SR. : CIVIL ACTION - LAW
Defendant : MORTGAGE FORECLOSURE

C O M P L A I N T

1. Plaintiff, FORD CONSUMER DISCOUNT COMPANY, is a Corporation with offices at 1111 Northpoint Drive, Building 4, Suite 100, Coppell, Texas 75019-3931.

2. Defendant, EDWARD M. CAMBRIA, is an adult individual whose last known residence is 505 ADAMS STREET, #C, PHILIPSBURG, PA 16866.

3. On or about October 17, 1996, Defendant executed and delivered a Note in the sum of \$48,257.98 payable to FORD CONSUMER DISCOUNT COMPANY.

4. Contemporaneously with and at the time of the execution of the aforesaid Note, in order to secure payment of the same, Defendant made, executed and delivered to the original Mortgagee, a certain real estate Mortgage which is recorded in the within Commonwealth and County in the Office of the Recorder of Deeds in Mortgage Book 1797, page 421, conveying to the original Mortgagee the subject premises. Said Mortgage is attached hereto and marked Exhibit "A".

5. The land subject to the Mortgage is: 607 STONE STREET,

OSCEOLA MILLS, PA 16666, and is more particularly described in Exhibit "B" attached hereto.

6. The said Defendant is the real owner of the land subject to the Mortgage.

7. The Mortgage is in default due to the fact that Mortgagor has failed to pay the installment due on March 22, 1999 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

(a) Unpaid principal balance	\$ 47,209.94
(b) Interest at \$12.92 per day from 3/22/99 to 10/22/00 (based on contract rate of 9.99%)	7,480.68
(c) 5% Attorney's commission	<u>2,360.50</u>
TOTAL	\$ 57,051.12*

*Together with interest at the per diem rate noted in (b) above after October 22, 2000, and other charges and costs to date of Sheriff's Sale. 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 that are actually incurred by Plaintiff.

8. No Judgment has been entered upon said Mortgage in any jurisdiction.

9. Plaintiff has complied with the notice procedures

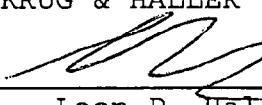
required by Pennsylvania Act 160 of 1998 by sending to each Defendant, by regular mail, a copy of the combined Act 6/91 Notice. A true and correct copy of the Combined Act 6/91 Notice, along with a copy of the Certificate of Mailing, is attached hereto as Exhibit "C".

10. The Defendant has either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or has been determined by the Pennsylvania Housing Finance Agency not to qualify for Mortgage Assistance.

11. Defendant is not a member of the Armed Forces of the United States of America, nor engaged in any way which would bring him within the Soldiers and Sailors Relief Act of 1940, as amended.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 9.99% (\$12.92 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

PURCELL, KRUG & HALLER

By 

Leon P. Haller
Attorney for Plaintiff
I. D. #15700
1719 N. Front St.
Harrisburg, Pa. 17102
(717) 234-4178

→ See over on docs

MORTGAGE

VOL 1797 PAGE 421

THIS MORTGAGE entered into on 10/17/96, between EDWARD M CAMBRIA SR

607 STONE STREET

OSCEOLA PA 16665

herein called "Mortgagor", and FORD CONSUMER DISCOUNT COMPANY

NEW YORK

corporation having an office and place of business at:

3220 TILLMAN DRIVE SUITE 101

BENSALEM, PA 19020-2032

herein called "Mortgagee".

WITNESSETH, that to secure payment by Mortgagor of a Note dated the same as this Mortgage in the sum of \$ 48,257.98, together with interest at the rate stated in the Note, Mortgagor does by these presents sell, grant and convey to Mortgagee, ALL the following described real estate situated in the BOROUGH of OSCEOLA HILLS, County of CLEARFIELD, Commonwealth of Pennsylvania, described as follows:

SEE EXHIBIT A ATTACHED HERETO, INCORPORATED HEREIN AND MADE A PART HEREOF.

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or appertaining, herein called the "Mortgaged Premises." TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever.

THIS MORTGAGE IS MADE subject to the following conditions, and Mortgagor agrees:

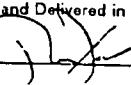
1. Mortgagor will make all payments on the due date thereof and perform all other obligations as required or provided herein and in said Note.
2. Mortgagor will pay when due all taxes and assessments levied or assessed against said premises or any part thereof, and will deliver receipts therefor to the Mortgagee upon request.
3. Mortgagor will keep the improvements on said property constantly insured against fire and other such hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
4. Mortgagor will neither commit nor suffer any strip, waste, impairment or deterioration of the Mortgaged Premises, and will maintain the same in good order and repair.
5. In the event the Mortgagor sells, agrees to sell, conveys, assigns or alienates the Mortgaged Premises, all obligations secured by this Mortgage shall become due and payable at the option of the Mortgagee.
6. In the event the Mortgagor defaults in the making of any payment due and payable under said Note or in the keeping and performance by Mortgagors of any of the conditions of covenants of this Mortgage or said Note, Mortgagee shall be entitled to the rents, issues and profits from the Mortgaged Premises and Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon or institute other foreclosure proceedings upon this Mortgage and may proceed to judgment and execution to recover the balance due on said Note and any other sums that may be due thereunder, including reasonable attorney's fees, costs of suit, and costs of sale, all as allowed by law, together with interest after judgment until the full amount due Mortgagee is paid.
7. In the event of default or upon abandonment of the Mortgaged Premises, the Mortgagee, in person or by agent, shall be entitled to enter upon, take possession of, and manage the property, and to collect the rents of the property including those past due. Any rents collected by the Mortgagee shall be applied first to payment of the costs of management of the property, collection of rents, and reasonable attorney's fees, and then to the sum secured by the Mortgage.

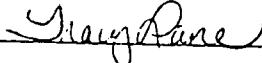
BUT PROVIDED ALWAYS, THAT IF Mortgagor does pay or cause this Mortgage and the debt hereby secured to be paid in full on the day and in the manner provided in said Note, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding. The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Payment of this Mortgage is subject to the terms and conditions of said Note of even date between Mortgagor and Mortgagee.

IN WITNESS WHEREOF, the said Mortgagors have signed this Mortgage with seal(s) affixed, on the date first above written:

Signed, Sealed and Delivered in the Presence of:


Witness 
EDWARD M CAMBRIA SR


Witness

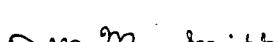
COMMONWEALTH OF PENNSYLVANIA

} SS.

COUNTY OF CENTRE
On this 17th day of October 1996, before me, a Notary Public, com.

Edward M. Cambria, Sr.
Mortgagor(s) above named, and acknowledge the within Mortgage to be his act and deed, and desired the same to be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

My commission expires: 

PA2000671

Page 1 of 2

Notarial Seal
Delta M. Smith, Notary Public
State College, Centre County
My Commission Expires May 6, 1999
Member, Pennsylvania Association of Notaries

Notary Public

0100104

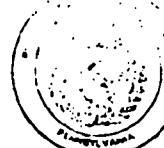
EXHIBIT A

ALL that certain piece or parcel of land situate, lying and being
in the Borough of Oscobia Mills, Clearfield County, Pennsylvania,
bounded and described as follows, to-wit:

BEGINNING at the northeast corner of Stone Street and Spruce
Alley in said Borough; thence in an easterly course along
the line of Spruce Alley 70 feet to a post on the dividing
line between lots 18 and 19 on plan of said Borough; thence
along said dividing line in a Northerly course 53 feet to a
post in said line; thence along a line parallel with Spruce
Alley in a Westerly course 70 feet to a post or point on the
Easterly line of Stone Street; thence along the Easterly line
of Stone Street in a Southerly course, 53 feet to a post or
corner of Spruce Alley, the place of beginning.

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

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 8:50 10-25-96
BY Karen L. Stark
FEES 13.50
Karen L. Stark, Recorder



Karen L. Stark
Karen L. Stark
Recorder of Deeds

ALL that certain piece or parcel of land situate, lying and being in the Borough of Osceola Mills, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the northeast corner of Stone Street and Spruce Alley in said Borough; thence in an easterly course along the line of Spruce Alley 70 feet to a post on the dividing line between lots 18 and 19 on plan of said Borough; thence along said dividing line in a Northerly course 53 feet to a post in said line; thence along a line parallel with Spruce Alley in a Westerly course 70 feet to a post or point on the Easterly line of Stone Street; thence along the Easterly line of Stone Street in a Southerly course, 53 feet to a post or corner of Spruce Alley, the place of beginning. Being bounded on the North by property now or formerly of Carrie G. McGaughey; on the East by property now or formerly of the Independent Order of Odd Fellows; on the South by Spruce Alley; and on the West by Stone Street.

BEING part of Lot Nos. 17 and 18 in official plan of said Borough.

"B"
EXHIBIT

Re: Associates vs. CAMBRIA

Act 6/91 Notice

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3817)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to: Postmark:

Edward M. Cambria
505 Adams Street #C
Philipsburg, PA 16866-1907

Edward M. Cambria
607 Stone Street
Osceola Mills, PA 16666-1237

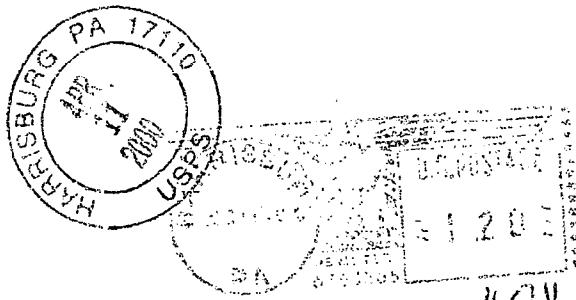


EXHIBIT C

A C T 9 1 N O T I C E

TAKE ACTION TO SAVE
YOUR HOME FROM
FORECLOSURE

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

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

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

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

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

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

April 11, 2000

To: Edward M. Cambria
505 Adams Street #C
Philipsburg, PA 1666-1907

Re: Loan No. 030137840108102
Property: 607 Stone Street, Osceola Mills, PA
16666-1237

CURRENT LENDER/SERVICER: Associates Financial Services Co., Inc.,
1111 Northpoint Drive, Building 4, Suite
100, Coppell, Texas 75019-3931

HOMEOWNERS 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 RESUMING 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 a representative of the creditor or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan or to otherwise settle your delinquency. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS.** **IF YOU DO NOT APPLY FOR EMERGENCY 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 AGENCY — If you meet with your creditor or with a consumer credit counseling agency identified in this notice, the creditor may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default).

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

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

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

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

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

HOW YOUR MORTGAGE IS IN DEFAULT

NATURE OF THE DEFAULT — The MORTGAGE debt held by the above creditor on your property located at: 607 Stone Street, Osceola Mills, PA 16666-1237 IS IN DEFAULT because:

A. YOU HAVE NOT MADE THE MONTHLY MORTGAGE PAYMENTS. The following amounts are now past due:

Delinquent payments (12 @ \$431.45)	\$ 5,177.40
Payment due during cure period	431.45
Total amount due	\$ 5,608.85

B.. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (EXPLAIN) :

NOT APPLICABLE

HOW TO CURE THE DEFAULT — You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE** to the lender plus any additional monthly payments and late charges which may fall due after the date of this notice and the date you make your payment. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Associates Financial Serves Co., Inc.
1111 Northpoint Drive, Building 4, Suite 100
Coppell, Texas 75019-3931

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

NOT APPLICABLE

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

to foreclose upon your mortgaged property.

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

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE — If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount 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 and by performing any other requirements under the mortgage.

EARLIEST POSSIBLE SHERIFF'S SALE DATE — It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately FOUR months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender. If money is due, such payment must be in cash, cashier's check, certified check or money order, made payable to the lender at the address set forth above.

HOW TO CONTACT THE LENDER

Associates Financial Services Co., Inc.
1111 Northpoint Drive, Building 4, Suite 100
Coppell, Texas 75019-3931
(800) 438-0263

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.

OTHER RIGHTS THAT YOU HAVE — You have additional rights to help protect your interest in the property:

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 DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

(SEE ATTACHED)

CLEARFIELD COUNTY

Keystone Economic Devel. Corp
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX#(814) 539-1688

CCCS of Western PA, Inc.
500-02 3rd Avenue
Post Office Box 278
Duncansville, PA 16635
(814) 696-3546

Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(412) 465-2657
FAX#(412) 465-5118

CLINTON COUNTY

Lycoming-Clinton Counties Commission For Comm. Action(STEP)
2138 Lincoln Street
P.O. Box 1328
Williamsport, PA 17703
(717) 326-0587
FAX#(717) 322-2197

COMPANY NAME:

FORD CONSUMER DISCOUNT COMPANY

VERIFICATION

I verify that the statements made in the foregoing Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: October 18, 2000

By Janet Skinner

Title Foreclosure Manager

FORD CONSUMER DISCOUNT COMPANY Plaintiff	:	IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
VS.	:	NO. 00-1095-CO
EDWARD M. CAMBRIA, SR. Defendant	:	CIVIL ACTION - LAW MORTGAGE FORECLOSURE

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice have been served. To defend against the aforementioned claims, a written appearance stating your defenses and objections must be entered and filed in writing by you, the defendant, or by an attorney. You are warned that if you fail to take action against these claims, the court may proceed without you and a judgement for any money claimed in the complaint or for any other claim required by the plaintiff may be entered against you by the court without further notice. You may lose money, 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.

Raymond L. Billotte, Court Administrator, Clearfield County Courthouse, Clearfield, PA 16830 (814) 765-2641 (ext. 50)

NOTICIA

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Usted debe presentar una apariencia escrita o en persona o por abogado y archivar en la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede entrar una orden contra usted sin previo aviso o notificación y por cualquier queja o alivio que es pedido en la petición de demanda.

Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENNE ABOGADO SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONE A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRIDA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASSISTENCIA LEGAL:

Raymond L. Billotte, Court Administrator, Clearfield County Courthouse, Clearfield, PA 16830 (814) 765-2641 (ext. 50) *hereto certify this to be a true and accurate copy of the original statement filed in this case.*

OCT 19 2000

Attest:

William L. Billotte
PROTHONOTARY

FORD CONSUMER : IN THE COURT OF COMMON PLEAS
DISCOUNT COMPANY : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff :
VS. :
NO.
EDWARD M. CAMBRIA, SR. : CIVIL ACTION - LAW
Defendant : MORTGAGE FORECLOSURE

THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE
FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. §1601:

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing within the said thirty (30) day period that the aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

PURCELL, KRUG & HALLER
Leon P. Haller, Esquire
1719 North Front Street
Harrisburg, PA 17102-2392
(717) 234-4178
Attorney ID #15700
Attorney for Plaintiff

FORD CONSUMER : IN THE COURT OF COMMON PLEAS
DISCOUNT COMPANY : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff :
VS. :
EDWARD M. CAMBRIA, SR. : CIVIL ACTION - LAW
Defendant : MORTGAGE FORECLOSURE

C O M P L A I N T

1. Plaintiff, FORD CONSUMER DISCOUNT COMPANY, is a Corporation with offices at 1111 Northpoint Drive, Building 4, Suite 100, Coppell, Texas 75019-3931.
2. Defendant, EDWARD M. CAMBRIA, is an adult individual whose last known residence is 505 ADAMS STREET, #C, PHILIPSBURG, PA 16866.
3. On or about October 17, 1996, Defendant executed and delivered a Note in the sum of \$48,257.98 payable to FORD CONSUMER DISCOUNT COMPANY.
4. Contemporaneously with and at the time of the execution of the aforesaid Note, in order to secure payment of the same, Defendant made, executed and delivered to the original Mortgagee, a certain real estate Mortgage which is recorded in the within Commonwealth and County in the Office of the Recorder of Deeds in Mortgage Book 1797, page 421, conveying to the original Mortgagee the subject premises. Said Mortgage is attached hereto and marked Exhibit "A".
5. The land subject to the Mortgage is: 607 STONE STREET,

OSCEOLA MILLS, PA 16666, and is more particularly described in Exhibit "B" attached hereto.

6. The said Defendant is the real owner of the land subject to the Mortgage.

7. The Mortgage is in default due to the fact that Mortgagor has failed to pay the installment due on March 22, 1999 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

(a) Unpaid principal balance	\$ 47,209.94
(b) Interest at \$12.92 per day from 3/22/99 to 10/22/00 (based on contract rate of 9.99%)	7,480.68
(c) 5% Attorney's commission	<u>2,360.50</u>
TOTAL	\$ 57,051.12*

*Together with interest at the per diem rate noted in (b) above after October 22, 2000, and other charges and costs to date of Sheriff's Sale. 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 that are actually incurred by Plaintiff.

8. No Judgment has been entered upon said Mortgage in any jurisdiction.

9. Plaintiff has complied with the notice procedures

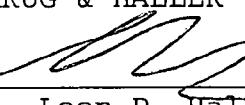
required by Pennsylvania Act 160 of 1998 by sending to each Defendant, by regular mail, a copy of the combined Act 6/91 Notice. A true and correct copy of the Combined Act 6/91 Notice, along with a copy of the Certificate of Mailing, is attached hereto as Exhibit "C".

10. The Defendant has either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or has been determined by the Pennsylvania Housing Finance Agency not to qualify for Mortgage Assistance.

11. Defendant is not a member of the Armed Forces of the United States of America, nor engaged in any way which would bring him within the Soldiers and Sailors Relief Act of 1940, as amended.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 9.99% (\$12.92 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

PURCELL, KRUG & HALLER

By 

Leon P. Haller
Attorney for Plaintiff
I. D. #15700
1719 N. Front St.
Harrisburg, Pa. 17102
(717) 234-4178

→ See over on docs

MORTGAGE

VOL 1797 PAGE 421

THIS MORTGAGE, entered into on 10/17/96, between EDWARD M CAMBRIA SR

607 STONE STREET

OSCEOLA PA 16665

herein called "Mortgagor", and FORD CONSUMER DISCOUNT COMPANY

NEW YORK

3220 TILLMAN DRIVE SUITE 101

corporation having an office and place of business at:

BENSALEM, PA 19020-2032

herein called "Mortgagee".

WITNESSETH, that to secure payment by Mortgagor of a Note dated the same as this Mortgage in the sum of \$ 48,257.98, together with interest at the rate stated in the Note, Mortgagor does by these presents sell, grant and convey to Mortgagee, ALL the following described real estate situated in the BOROUGH of OSCEOLA MILLS County of CLEARFIELD Commonwealth of Pennsylvania, described as follows:

SEE EXHIBIT A ATTACHED HERETO, INCORPORATED HEREIN AND MADE A PART HEREOF.

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or appertaining, herein called the "Mortgaged Premises." TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever.

THIS MORTGAGE IS MADE subject to the following conditions, and Mortgagor agrees:

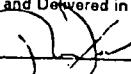
1. Mortgagor will make all payments on the due date thereof and perform all other obligations as required or provided herein and in said Note.
2. Mortgagor will pay when due all taxes and assessments levied or assessed against said premises or any part thereof, and will deliver receipts therefor to the Mortgagee upon request.
3. Mortgagor will keep the improvements on said property constantly insured against fire and other such hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
4. Mortgagor will neither commit nor suffer any strip, waste, impairment or deterioration of the Mortgaged Premises, and will maintain the same in good order and repair.
5. In the event the Mortgagor sells, agrees to sell, conveys, assigns or alienates the Mortgaged Premises, all obligations secured by this Mortgage, shall become due and payable at the option of the Mortgagee.
6. In the event the Mortgagor defaults in the making of any payment due and payable under said Note or in the keeping and performance by Mortgagors of any of the conditions of covenants of this Mortgage or said Note, Mortgagee shall be entitled to the rents, issues and profits from the Mortgaged Premises and Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon or institute other foreclosure proceedings upon this Mortgage and may proceed to judgment and execution to recover the balance due on said Note and any other sums that may be due thereunder, including reasonable attorney's fees, costs of suit, and costs of sale, all as allowed by law, together with interest after judgment until the full amount due Mortgagee is paid.
7. In the event of default or upon abandonment of the Mortgaged Premises, the Mortgagee, in person or by agent, shall be entitled to enter upon, take possession of, and manage the property, and to collect the rents of the property including those past due. Any rents collected by the Mortgagee shall be applied first to payment of the costs of management of the property, collection of rents, and reasonable attorney's fees, and then to the sum secured by the Mortgage.

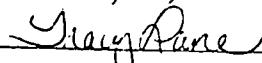
BUT PROVIDED ALWAYS, THAT IF Mortgagor does pay or cause this Mortgage and the debt hereby secured to be paid in full on the day and in the manner provided in said Note, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding. The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Payment of this Mortgage is subject to the terms and conditions of said Note of even date between Mortgagor and Mortgagee.

IN WITNESS WHEREOF, the said Mortgagors have signed this Mortgage with seal(s) affixed, on the date first above written.

Signed, Sealed and Delivered in the Presence of:


Witness
EDWARD M. CAMBRIA SR.


Witness
Tracy Anne

COMMONWEALTH OF PENNSYLVANIA

} SS.

COUNTY OF CENTRE

On this 17th day of October 1996, before me, a Notary Public, com-

Edward M. Cambria, Sr.

Mortgagor(s) above named, and acknowledge the within Mortgage to be his act and deed, and desired the same to be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

My commission expires:


Della M. Smith

Notary Seal
Della M. Smith, Notary Public
State College-Erci, Centre County
My Commission Expires May 6, 1999
Member, Pennsylvania Association of Notaries

Notary Public

8185184

PA2000671

Page 1 of 2

EXHIBIT A

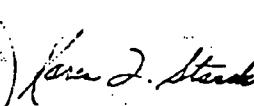
VOL 1797 PAGE 422 EXHIBIT A

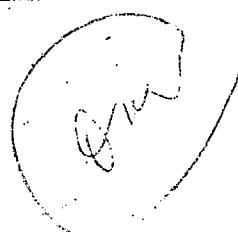
ALL that certain piece or parcel of land situate, lying and being
in the Borough of Osceola Mills, Clearfield County, Pennsylvania,
bounded and described as follows, to-wit:

BEGINNING at the northeast corner of Stone Street and Spruce
Alley in said Borough; thence in an easterly course along
the line of Spruce Alley 70 feet to a post on the dividing
line between lots 18 and 19 on plan of said Borough; thence
along said dividing line in a Northerly course 53 feet to a
post in said line; thence along a line parallel with Spruce
Alley in a Westerly course 70 feet to a post or point on the
Easterly line of Stone Street; thence along the Easterly line
of Stone Street in a Southerly course, 53 feet to a post or
corner of Spruce Alley, the place of beginning.

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

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 8:50 10-25-96
BY Karen L. Stark
FEES 13.50
Karen L. Stark, Recorder

 
Karen L. Stark
Recorder of Deeds



ALL that certain piece or parcel of land situate, lying and being in the Borough of Osceola Mills, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the northeast corner of Stone Street and Spruce Alley in said Borough; thence in an easterly course along the line of Spruce Alley 70 feet to a post on the dividing line between lots 18 and 19 on plan of said Borough; thence along said dividing line in a Northerly course 53 feet to a post in said line; thence along a line parallel with Spruce Alley in a Westerly course 70 feet to a post or point on the Easterly line of Stone Street; thence along the Easterly line of Stone Street in a Southerly course, 53 feet to a post or corner of Spruce Alley, the place of beginning. Being bounded on the North by property now or formerly of Carrie G. McGaughey; on the East by property now or formerly of the Independent Order of Odd Fellows; on the South by Spruce Alley; and on the West by Stone Street.

BEING part of Lot Nos. 17 and 18 in official plan of said Borough.

"B"
EXHIBIT

Re: Associates vs. CAMBRIA

Act 6/91 Notice

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3817)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to: Postmark:

Edward M. Cambria
505 Adams Street #C
Philipsburg, PA 16866-1907

Edward M. Cambria
607 Stone Street
Osceola Mills, PA 16666-1237

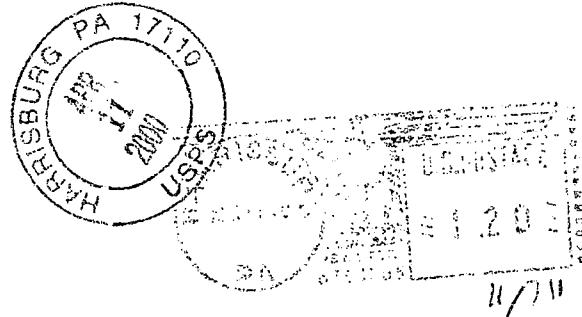


EXHIBIT C

A C T 9 1 N O T I C E

TAKE ACTION TO SAVE
YOUR HOME FROM
FORECLOSURE

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

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

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

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

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

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

April 11, 2000

To: Edward M. Cambria
505 Adams Street #C
Philipsburg, PA 1666-1907

Re: Loan No. 030137840108102
Property: 607 Stone Street, Osceola Mills, PA
16666-1237

CURRENT LENDER/SERVICER: Associates Financial Services Co., Inc.,
1111 Northpoint Drive, Building 4, Suite
100, Coppell, Texas 75019-3931

HOMEOWNERS 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 RESUMING 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 a
representative of the creditor or with a designated consumer
credit counseling agency. The purpose of this meeting is to
attempt to work out a repayment plan or to otherwise settle your
delinquency. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS.
IF YOU DO NOT APPLY FOR EMERGENCY 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 AGENCY — If you meet with your creditor or with a consumer credit counseling agency identified in this notice, the creditor may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default).

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

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

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

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

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

HOW YOUR MORTGAGE IS IN DEFAULT

NATURE OF THE DEFAULT — The MORTGAGE debt held by the above creditor on your property located at: 607 Stone Street, Osceola Mills, PA 16666-1237 IS IN DEFAULT because:

A. YOU HAVE NOT MADE THE MONTHLY MORTGAGE PAYMENTS. The following amounts are now past due:

Delinquent payments (12 @ \$431.45)	\$ 5,177.40
Payment due during cure period	431.45
Total amount due	\$ 5,608.85

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (EXPLAIN) :

NOT APPLICABLE

HOW TO CURE THE DEFAULT — You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE** to the lender plus any additional monthly payments and late charges which may fall due after the date of this notice and the date you make your payment. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Associates Financial Serves Co., Inc.
1111 Northpoint Drive, Building 4, Suite 100
Coppell, Texas 75019-3931

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

NOT APPLICABLE

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

to foreclose upon your mortgaged property.

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

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE — If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount 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 and by performing any other requirements under the mortgage.

EARLIEST POSSIBLE SHERIFF'S SALE DATE — It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately FOUR months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender. If money is due, such payment must be in cash, cashier's check, certified check or money order, made payable to the lender at the address set forth above.

HOW TO CONTACT THE LENDER

Associates Financial Services Co., Inc.
1111 Northpoint Drive, Building 4, Suite 100
Coppell, Texas 75019-3931
(800) 438-0263

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.

OTHER RIGHTS THAT YOU HAVE — You have additional rights to help protect your interest in the property:

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 DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

(SEE ATTACHED)

CLEARFIELD COUNTY

Keystone Economic Devel. Corp
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX#(814) 539-1688

CCCS of Western PA, Inc.
500-02 3rd Avenue
Post Office Box 278
Duncansville, PA 16635
(814) 696-3546

Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(412) 465-2657
FAX#(412) 465-5118

CLINTON COUNTY

Lycoming-Clinton Counties Commission For Comm. Action(STEP)
2138 Lincoln Street
P.O. Box 1328
Williamsport, PA 17703
(717) 326-0587
FAX#(717) 322-2197

COMPANY NAME:

FORD CONSUMER DISCOUNT COMPANY

VERIFICATION

I verify that the statements made in the foregoing Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: October 18, 2000

By Jessie Skinner

Title Foreclosure Manager

FORD CONSUMER
DISCOUNT COMPANY
Plaintiff

VS.

EDWARD M. CAMBRIA, SR.
Defendant

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
:
:
: NO. 00-1295-CD
:
: CIVIL ACTION - LAW
: IN MORTGAGE FORECLOSURE

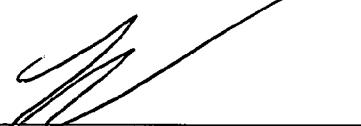
PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the complaint on the above captioned matter.

DATE: February 9, 2001

PURCELL, KRUG, & HALLER

BY 
Leon P. Haller
1719 North Front Street
Harrisburg, Pa. 17101

Attorney for Plaintiff
Attorney ID# 15700

FILED

FEB 12 2001

William A. Shaw
Prothonotary

FILED

FEB 12 2001
O 3:45 AM CITY HALL
William A. Shaw
Prothonotary *PD* \$7.00

(1) Comp. to Sheriff

filed

3/2/01
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10324

FORD CONSUMER DISCOUNT COMPANY

00-1295-CD

VS.

CAMBRIA, EDWARD M. SR.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW FEBRUARY 13, 2001 DENNY NAU, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON EDWARD M. CAMBRIA SR., DEFENDANT.

NOW FEBRUARY 22, 2001 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON EDARD M. CAMBRIA SR., DEFENDANT BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

Return Costs

Cost	Description
18.55	SHFF. HAWKINS PAID BY: ATTY.
54.00	SHFF. NAU PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

FILED

MAR 02 2001

10:56pm

William A. Shaw *EKB*
Prothonotary

So Answers,

Sworn to Before Me This

2nd Day Of *March* *2001*

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

Chester Hawkins
by Marilyn Hamm
Chester A. Hawkins
Sheriff

SHERIFF'S OFFICE

CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

274.00

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do not detach any copies.

1. Plaintiff(s)

Ford Consumer Discount Company

2. Case Number

BO-1295-C1

3. Defendant(s)

Edward M. Cambria SR

4. Type of Writ or Complaint

Mortgage foreclosure

SERVE

→
AT

5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levyed, Attached or Sold.

Edward M. Cambria SR

6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)

505 Adams st. #C Philipsburg, Pa. 16866

7. Indicate unusual service: Reg Mail Certified Mail Deputize Post Other

Now, 20 I SHERIFF OF CENTRE COUNTY, PA., do hereby depose the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. _____ Sheriff of Centre County

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

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

9. Print/Type Name and Address of Attorney/Originator

10. Telephone Number

11. Date

12. Signature

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above.	SIGNATURE of Authorized CCSD Deputy of Clerk and Title	14. Date Filed	15. Expiration/Hearing Date
--	--	----------------	-----------------------------

TO BE COMPLETED BY SHERIFF

16. Served and made known to Edward Cambria, on the 22 day of February,

20 01, at 10:35 o'clock, A m., at SAME AS ABOVE ADDRESS, County of Centre

Commonwealth of Pennsylvania, in the manner described below:

Defendant(s) personally served.

Adult family member with whom said Defendant(s) resides(s). Relationship is _____

Adult in charge of Defendant's residence.

Manager/Clerk of place of lodging in which Defendant(s) resides(s).

Agent or person in charge of Defendant's office or usual place of business.

_____ and officer of said Defendant company.

Other _____

On the _____ day of _____, 20_____, at _____ o'clock, _____ M.

Defendant not found because:

Moved Unknown No Answer Vacant Other _____

Remarks:

Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
<u>75.00</u>	<u>9.00</u>	<u>9.00</u>	<u>—</u>	<u>2.50</u>	<u>.31.00</u>	<u>.50</u>	<u>200</u>	<u>54.00</u>	<u>21.00</u>

17. AFFIRMED and subscribed to before me this

So Answer.

20. day of _____ 20_____,

19. Date

2-22-01

23. _____

21. Signature of Sheriff

22. Date

Notary Public

SHERIFF OF CENTRE COUNTY

My Commission Expires

Amount Pd.

Page

24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE
OF AUTHORIZED AUTHORITY AND TITLE.

25. Date Received



274

OFFICE (814) 765-2641
AFTER 4:00 P.M. (814) 765-1533CLEARFIELD COUNTY FAX
(814) 765-6089

Sheriff's Office Clearfield County

SUITE 116
1 NORTH SECOND STREET - COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830

CHESTER A. HAWKINS
SHERIFF

DARLENE SHULTZ
CHIEF DEPUTY

MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FORD CONSUMER DISCOUNT COMPANY

NO. 00-1295-CD

VS

ACTION: COMPLAINT IN MORTGAGE FORECLOSURE

EDWARD M. CAMBRIA SR.

SERVE BY: 3/13/01

Or

HEARING DATE:

SERVE: EDWARD M. CAMBRIA SR.

505
ADDRESS: % Adams St. #C, Philipsburg

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF of CENTRE Pennsylvania to execute this writ.

This Deputation being made at the request and risk of the Plaintiff this 13th day of FEBRUARY 2001.

Respectfully,

CHESTER A. HAWKINS
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO:

PURCELL, KRUG & HALLER, Attorneys

P91530-RD
R2.25.02

LAW OFFICES
PURCELL, KRUG AND HALLER

1719 NORTH FRONT STREET
HARRISBURG, PENNSYLVANIA 17102-2392
TELEPHONE (717) 234-4178
FORECLOSURE DEPT. FAX (717) 234-1206

JOHN W. PURCELL
HOWARD B. KRUG
LEON P. HALLER
JOHN W. PURCELL JR.
VALERIE A. GUNN
JILL M. WINEKA

JOSEPH NISSLEY (1910-1982)
ANTHONY DISANTO
OF COUNSEL
HERSHEY
1099 GOVERNOR ROAD
(717) 533-3836

February 9, 2001

Sheriff's Office
Center County Court House
Allegheny Street
Bellefonte, PA 16823

Re: Ford Consumer Discount Company vs. CAMBRIA
Civil #00-1295-CD

Dear Sir or Madam:

Enclosed please find ONE copy of a Complaint in Mortgage Foreclosure forwarded from the Clearfield County Sheriff's Office as well as a check in the amount of \$75.00, in the above-captioned matter.

1. Please attempt personal service on Defendant Edward Cambria at: 505 Adams Street, #C, Philipsburg, PA 16866.

An envelope is enclosed for your convenience in returning a copy of the service return.

Thank you for your cooperation.

Very truly yours,



Darcy Mauser
Paralegal for Leon P. Haller

enclosures

FORD CONSUMER DISCOUNT COMPANY : IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
vs. :
: NO. 00-1295-CD
EDWARD M. CAMBRIA, SR. : CIVIL ACTION - LAW -
Defendant : IN MORTGAGE FORECLOSURE

P R A E C I P E

TO THE PROTHONOTARY OF THE WITHIN COUNTY:

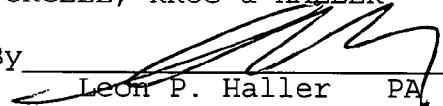
Please enter JUDGMENT "in rem" in favor of the Plaintiff and against Defendants Edward M. Cambria for failure to plead to the above action within twenty (20) days from date of service of the Complaint, and assess Plaintiff's damages as follows:

Unpaid principal balance	\$47,209.94
Interest	\$ 7,480.68
(Per diem of \$12.92 from 3/22/99 to 10/22/00)	
5% Attorney's Commission	<u>\$ 2,360.50</u>
TOTAL	\$57,051.12**

** Together with additional interest at the per diem rate indicated above from October 22, 2000, based on the contract rate, and other charges and costs to the date of Sheriff's Sale.

PURCELL, KRUG & HALLER

By


Leon P. Haller PA I.D. #15700
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

FILED

APR 05 2001

William A. Shaw
Prothonotary

FORD CONSUMER DISCOUNT COMPANY
Plaintiff

vs.

EDWARD M. CAMBRIA, SR.
Defendant

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: NO. 00-1295-CD
:
: CIVIL ACTION - LAW -
: IN MORTGAGE FORECLOSURE

COPY

NOTICE OF ENTRY OF JUDGMENT

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby notified that on April 5, 2001 the following judgment has been entered against you in the above-captioned matter:

\$57,051.12 and for the sale and foreclosure of your property located at: 607 Stone Street, Osceola Mills, PA 16666

Dated: April 5, 2001



PROTHONOTARY

Attorney for Plaintiff:
Leon P. Haller
1719 North Front Street
Harrisburg, PA 17102
Phone: (717) 234-4178

I hereby certify that the following person(s) and their respective addresses are the proper individuals to receive this Notice pursuant to PA R.C.P. No. 236:

Edward M. Cambria
505 Adams Street, #C
Philipsburg, PA 16866

FORD CONSUMER DISCOUNT COMPANY : IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
vs. :
EDWARD M. CAMBRIA, SR. : NO. 00-1295-CD
Defendant : CIVIL ACTION - LAW -
: IN MORTGAGE FORECLOSURE

P R A E C I P E

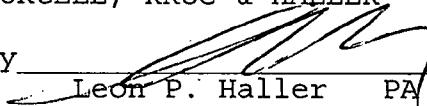
TO THE PROTHONOTARY OF THE WITHIN COUNTY:

Please enter JUDGMENT "in rem" in favor of the Plaintiff and against Defendants Edward M. Cambria for failure to plead to the above action within twenty (20) days from date of service of the Complaint, and assess Plaintiff's damages as follows:

Unpaid principal balance	\$47,209.94
Interest	\$ 7,480.68
(Per diem of \$12.92 from 3/22/99 to 10/22/00)	
5% Attorney's Commission	<u>\$ 2,360.50</u>
TOTAL	\$57,051.12**

** Together with additional interest at the per diem rate indicated above from October 22, 2000, based on the contract rate, and other charges and costs to the date of Sheriff's Sale.

PURCELL, KRUG & HALLER

By 
Leon P. Haller PA I.D. #15700
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

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

COPY

Ford Consumer Discount Company
Plaintiff(s)

No.: 2000-01295-CD

Real Debt: \$57,051.12

Atty's Comm:

Vs. Costs: \$

Int. From:

Edward M. Cambria Sr.
Defendant(s)

Entry: \$20.00

Instrument: Judgment In Rem

Date of Entry: April 5, 2001

Expires: April 5, 2006

Certified from the record this 5th of April, 2001

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

FORD CONSUMER DISCOUNT COMPANY : IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
:
vs. : NO. 00-1295-CD
:
EDWARD M. CAMBRIA, SR. : CIVIL ACTION - LAW -
Defendant : IN MORTGAGE FORECLOSURE

CERTIFICATE OF SERVICE

I hereby certify that on March 23, 2001 I served the Ten Day Notice required by Pa. R.C.P. 237.1 upon the Defendant(s) in this matter by regular first class mail, postage prepaid, as indicated on the attached Notice.

PURCELL, KRUG & HALLER

By

Leon P. Haller PA I.D. #15700
Attorney for Plaintiff
1719 North Front Street
Harrisburg, PA 17102

Dated: April 4, 2001

FORD CONSUMER
DISCOUNT COMPANY
PLAINTIFF
VS.

EDWARD M. CAMBRIA
DEFENDANTS

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: NO. 00-1295-CD
:
: CIVIL ACTION - LAW -
: MORTGAGE FORECLOSURE

IMPORTANT NOTICE

TO: Edward M. Cambria
505 Adams Street, #C
Philipsburg, PA 16866

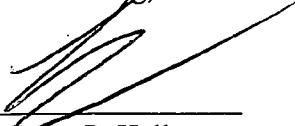
DATE OF NOTICE: March 23, 2001

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.

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
(800) 692-7375

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

BY: 

Leon P. Haller
I.D. #15700
Attorney for Plaintiff

FILED

APR 05 2001

M 1035/Atty Heller
William A. Shaw
Prothonotary
PC 820.00

Notice to Atty.
Statement to Atty.

FORD CONSUMER DISCOUNT COMPANY	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	CLEARFIELD COUNTY, PENNSYLVANIA
vs.	:	NO. 00-1295-CD
EDWARD M. CAMBRIA, SR.	:	CIVIL ACTION - LAW -
Defendant	:	IN MORTGAGE FORECLOSURE

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

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter on the real estate located at **607 Stone Street, Osceola Mills, PA 16666** as follows:

Principal	\$47,209.94
Interest	\$10,620.24
(at the per diem of \$12.92 to 6/22/01)	
Escrow deficit	\$ 1,500.00
5% Attorney's Commission	\$ <u>2,360.50</u>
TOTAL	\$61,690.68**

** Together with additional interests, charges and costs to the date of Sheriff's Sale.

FILED

APR 05 2001

William A. Shaw
Prothonotary

By


 LEON P. HALLER I.D. #15700
 ATTORNEY FOR PLAINTIFF
 1719 North Front Street
 Harrisburg, PA 17102
 (717) 234-4178

Dated: April 4, 2001

Attached is a description of the real estate.

WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW

Ford Consumer Discount Company,

Vs.

NO.: 2000-01295-CD

Edward M. Cambria Sr.,

COPY

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due FORD CONSUMER DISCOUNT COMPANY, , Plaintiff(s) from EDWARD M. CAMBRIA SR., , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:
Garnishee(s) as follows:
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$47,209.94

PAID: \$

INTEREST: \$10,620.24 (at the pre diem of \$12.92 to
6/22/01)

SHERIFF: \$

PROTH. COSTS: \$127.00

OTHER COSTS: \$

ATTY'S COMM: \$2,360.50

DATE: 04/05/2001



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: Leon Haller, Esquire
1719 North Front Street
Harrisburg, PA 17102

Sheriff

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the Borough of Osceola Mills, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the northeast corner of Stone Street and Spruce Alley in said Borough; thence in an easterly course along the line of Spruce Alley 70 feet to a post on the dividing line between lots 18 and 19 on plan of said Borough; thence along said dividing line in a Northerly course 53 feet to a post in said line; thence along a line parallel with Spruce Alley in an Westerly course 70 feet to a post or point on the Easterly line of Stone Street; thence along the Easterly line of Stone Street in a Southerly course, 53 feet to a post or corner of Spruce Alley, the place of BEGINNING. Being bounded on the North by property now or formerly of Carrie G. McGaughey; on the East by property now or formerly of the Independent Order of Odd Fellows; on the South by Spruce Alley; and on the West by Stone Street.

BEING part of Lot Nos. 17 and 18 in official plan of said Borough.

BEING SUBJECT, NEVERTHELESS, to the reservation of all the stone, coal and minerals under the above-described premises with the right to remove in favor of the Osceola Coal Company as more fully set forth in deed of Osceola Coal Company dated July 11, 1883 and recorded in Clearfield County Deed Book Vol. 28 at page 176.

HAVING THEREON ERECTED A DWELLING KNOWN AS 607 Stone Street, Osceola Mills, Pennsylvania.

BEING THE SAME PREMISES WHICH Edward M. Cambria, Sr. and Ellen L. Cambria, by their Deed dated June 24, 1996 and recorded June 26, 1996 in Clearfield County Deed Book 1768, Page 402, granted and conveyed unto Edward M. Cambria, Sr.

Assessment # 013-380-00004

FILED

(115)

APR 05 2001

M 3.00

Atty. fees

William A. Shaw

Prothonotary

4d 600.00

6 wks. 5 hrs.

FORD CONSUMER DISCOUNT COMPANY : IN THE COURT OF COMMON PLEAS
 Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
 vs. :
 : NO. 00-1295-CD
 EDWARD M. CAMBRIA, SR. : CIVIL ACTION - LAW -
 Defendant : IN MORTGAGE FORECLOSURE

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

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter on the real estate located at **607 Stone Street, Osceola Mills, PA 16666** as follows:

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Interest	\$10,620.24
(at the per diem of \$12.92 to 6/22/01)	
Escrow deficit	\$ 1,500.00
5% Attorney's Commission	\$ 2,360.50
TOTAL	\$61,690.68**

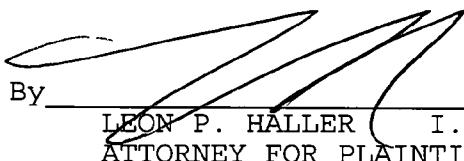
** Together with additional interests, charges and costs to the date of Sheriff's Sale.

FILED

APR 05 2001

William A. Shaw
 Prothonotary

By


 LEON P. HALLER I.D. #15700
 ATTORNEY FOR PLAINTIFF
 1719 North Front Street
 Harrisburg, PA 17102
 (717) 234-4178

Dated: April 4, 2001

Attached is a description of the real estate.

WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW

Ford Consumer Discount Company,

Vs.

NO.: 2000-01295-CD

Edward M. Cambria Sr.,

COPY

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due FORD CONSUMER DISCOUNT COMPANY, , Plaintiff(s) from EDWARD M. CAMBRIA SR., , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:
Garnishee(s) as follows:
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$47,209.94

PAID: \$

INTEREST: \$10,620.24 (at the pre diem of \$12.92 to
6/22/01)

SHERIFF: \$

PROTH. COSTS: \$127.00

OTHER COSTS: \$

ATTY'S COMM: \$2,360.50

DATE: 04/05/2001



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: Leon Haller, Esquire
1719 North Front Street
Harrisburg, PA 17102

Sheriff

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the Borough of Osceola Mills, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the northeast corner of Stone Street and Spruce Alley in said Borough; thence in an easterly course along the line of Spruce Alley 70 feet to a post on the dividing line between lots 18 and 19 on plan of said Borough; thence along said dividing line in a Northerly course 53 feet to a post in said line; thence along a line parallel with Spruce Alley in an Westerly course 70 feet to a post or point on the Easterly line of Stone Street; thence along the Easterly line of Stone Street in a Southerly course, 53 feet to a post or corner of Spruce Alley, the place of BEGINNING. Being bounded on the North by property now or formerly of Carrie G. McGaughey; on the East by property now or formerly of the Independent Order of Odd Fellows; on the South by Spruce Alley; and on the West by Stone Street.

BEING part of Lot Nos. 17 and 18 in official plan of said Borough.

BEING SUBJECT, NEVERTHELESS, to the reservation of all the stone, coal and minerals under the above-described premises with the right to remove in favor of the Osceola Coal Company as more fully set forth in deed of Osceola Coal Company dated July 11, 1883 and recorded in Clearfield County Deed Book Vol. 28 at page 176.

HAVING THEREON ERECTED A DWELLING KNOWN AS 607 Stone Street, Osceola Mills, Pennsylvania.

BEING THE SAME PREMISES WHICH Edward M. Cambria, Sr. and Ellen L. Cambria, by their Deed dated June 24, 1996 and recorded June 26, 1996 in Clearfield County Deed Book 1768, Page 402, granted and conveyed unto Edward M. Cambria, Sr.

Assessment # 013-380-00004

FILED

APR 05 2001
M 300 Petty Honor
William A. Shaw
Prothonotary

11:57 AM
100.00
6 wnts
Shaw

WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW

Ford Consumer Discount Company,

Vs.

NO.: 2000-01295-CD

Edward M. Cambria Sr.,

COPY

TO THE SHERIFF OF CLEARFIELD COUNTY COUNTY:

To satisfy the debt, interest and costs due FORD CONSUMER DISCOUNT COMPANY, Plaintiff(s) from EDWARD M. CAMBRIA SR. , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$47,209.94
INTEREST: \$10,620.24 (at the per diem of \$12.92 to
6/22/01)
PROTH. COSTS: \$
ATTY'S COMM: \$2,360.50
DATE: 04/23/2001

PAID: \$127.00
SHERIFF: \$
OTHER COSTS: \$
Escrow Deficit \$1,500.00



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: Leon Haller, Esquire
1719 North Front Street
Harrisburg, PA 17102

Sheriff

FORD CONSUMER DISCOUNT COMPANY : IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
:
vs. : NO. 00-1295-CD
:
EDWARD M. CAMBRIA, SR. : CIVIL ACTION - LAW -
Defendant : IN MORTGAGE FORECLOSURE

RETURN OF SERVICE

I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on May 9, 2001, a true and correct copy of the Notice of Sale of Real Estate pursuant to PA R.C.P. 3129.1 to the Defendants herein and all lienholders of record by regular first class mail (Certificate of Mailing form in compliance with U.S. Postal Form 3817 is attached hereto as evidence), and also to the Defendants by Certified Mail, which mailing receipts are attached. Service addresses are as follows:

Edward M. Cambria
505 Adams Street, #C
Philipsburg, PA 16866

Travelers Bank
100 Commerce Drive
Newark, DE 19713

Travelers Bank & Trust
P.O. Box 410
Hanover, MD 21076

Tenant/Occupant
607 Stone Street
Osceola Mills, PA 16666

DOMESTIC RELATIONS OFFICE
230 East Market Street
Clearfield, PA 16830

FILED

JUN 25 2001

William A. Shaw
Prothonotary

By 
PURCELL, KRUG & HALLER
Attorneys for Plaintiff
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

LAW OFFICES
PURCELL, KRUG AND HALLER
1719 NORTH FRONT STREET
HARRISBURG, PENNSYLVANIA 17102-2392

JOHN W. PURCELL
HOWARD B. KRUG
LEON P. HALLER
JOHN W. PURCELL JR.
BRIAN J. TYLER
JILL M. WINEKA

TELEPHONE (717) 234-4178
FORECLOSURE DEPT. FAX (717) 234-1206

(717) 533-3836

JOSEPH NISSEY (1910-1982)
ANTHONY DiSANTO
OF COUNSEL

HERSHEY
1099 GOVERNOR ROAD

NOTICE TO:

Edward M. Cambria
505 Adams Street, #C
Philipsburg, PA 16866

Travelers Bank
100 Commerce Drive
Newark, DE 19713

Travelers Bank & Trust
P.O. Box 410
Hanover, MD 21076

Tenant/Occupant
607 Stone Street
Osceola Mills, PA 16666

DOMESTIC RELATIONS OFFICE
230 East Market Street
Clearfield, PA 16830

NOTICE IS HEREBY GIVEN to the Defendants in the within action and those parties who hold one or more mortgages, judgments or tax liens against the real estate which is the subject of the Notice of Sale pursuant to Pennsylvania Rule of Civil Procedure 3129.1 attached hereto.

YOU ARE HEREBY NOTIFIED that by virtue of a Writ of Execution issued out of the Court of Common Pleas of the within county on the judgment of the Plaintiff named herein the said real estate will be exposed to public sale as set forth on the attached Notice of Sale.

YOU ARE FURTHER NOTIFIED that the lien you hold against the said real estate will be divested by the sale and that you have an opportunity to protect your interest, if any, by being notified of said Sheriff's Sale.

By:

 Leon P. Haller PA I.D.15700

Attorney for Plaintiff

FORD CONSUMER DISCOUNT COMPANY : IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
VS. :
: NO. 00-1295-CD
EDWARD M. CAMBRIA, SR. : CIVIL ACTION - LAW -
Defendant : IN MORTGAGE FORECLOSURE

NOTICE OF SHERIFF'S SALE OF REAL ESTATE
PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.1

TAKE NOTICE:

That the Sheriff's Sale of Real Property (real estate) will be held:

DATE: **July 6, 2001**

TIME: 10:00 O'clock A.M.

LOCATION: Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

THE PROPERTY TO BE SOLD is delineated in detail in a legal description mainly consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land.
(SEE DESCRIPTION ATTACHED)

THE LOCATION of your property to be sold is:

**607 STONE STREET
OSCEOLA MILLS
CLEARFIELD COUNTY
PENNSYLVANIA**

THE JUDGMENT under or pursuant to which your property is being sold is docketed in the within Commonwealth and County to:

No. 00-1295-CD

THE NAME(S) OF THE OWNER(S) OR REPUTED OWNERS of this property is:

EDWARD M. CAMBRIA

A SCHEDULE OF DISTRIBUTION, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example, to banks that hold mortgages and municipalities that are owed taxes) will be filed by the Sheriff of this County thirty (30) days after the sale and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it within ten (10) days of the date it is filed.

Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of the within County at the Courthouse address specified herein.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.

IT HAS BEEN ISSUED BECAUSE THERE IS A JUDGMENT AGAINST YOU.

IT MAY CAUSE YOUR PROPERTY TO BE HELD, TO BE SOLD OR TAKEN TO PAY THE JUDGMENT.

You may have legal rights to prevent your property from being taken away. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, **YOU MUST ACT PROMPTLY.**

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE:

David S. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830

(814) 765-2641 (Ext. 5982)

THE LEGAL RIGHTS YOU MAY HAVE ARE:

1. You may file a petition with the Court of Common Pleas of the within County to open the judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file an petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.

2. After the Sheriff's Sale you may file a petition with the Court of Common Pleas of the within County to set aside the sale for a grossly inadequate price or for other proper cause. This petition **MUST BE FILED BEFORE THE SHERIFF'S DEED IS DELIVERED.**

3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of the within County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the court and a proposed order or rule must be attached to the petition.

If a specific return date is desired, such date must be obtained from the Court Administrator's Office - Civil Division, of the within County Courthouse, before a presentation of the petition to the Court.

A copy of the Writ of Execution is attached hereto.

PURCELL, KRUG & HALLER
Attorneys for Plaintiff
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

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BEGINNING at the northeast corner of Stone Street and Spruce Alley in said Borough; thence in an easterly course along the line of Spruce Alley 70 feet to a post on the dividing line between lots 18 and 19 on plan of said Borough; thence along said dividing line in a Northerly course 53 feet to a post in said line; thence along a line parallel with Spruce Alley in an Westerly course 70 feet to a post or point on the Easterly line of Stone Street; thence along the Easterly line of Stone Street in a Southerly course, 53 feet to a post or corner of Spruce Alley, the place of BEGINNING. Being bounded on the North by property now or formerly of Carrie G. McGaughey; on the East by property now or formerly of the Independent Order of Odd Fellows; on the South by Spruce Alley; and on the West by Stone Street.

BEING part of Lot Nos. 17 and 18 in official plan of said Borough.

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BEING THE SAME PREMISES WHICH Edward M. Cambria, Sr. and Ellen L. Cambria, by their Deed dated June 24, 1996 and recorded June 26, 1996 in Clearfield County Deed Book 1768, Page 402, granted and conveyed unto Edward M. Cambria, Sr.

Assessment # 013-380-00004

Associates v. Cambria
Clearfield County sale 7/6/01

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

Edward M. Cambria
505 Adams Street, #C
Philipsburg, PA 16866

Postmark:

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

Travelers Bank
100 Commerce Drive
Newark, DE 19713

Postmark:

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

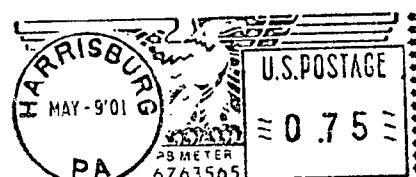
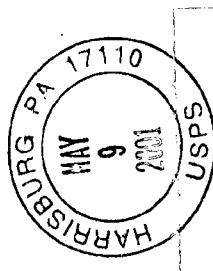
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

Travelers Bank & Trust
P.O. Box 410
Hanover, MD 21076

Postmark:



Associates v. Cambria
Clearfield County sale _____

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:
Tenant/Occupant
607 Stone Street
Osceola Mills, PA 16666

Postmark:

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

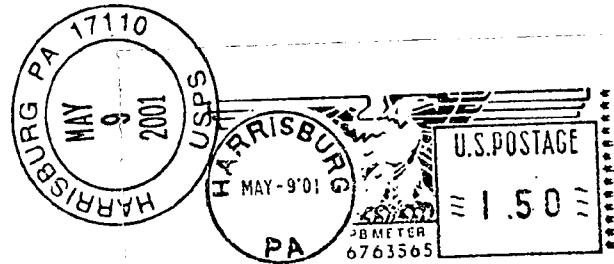
Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:
DOMESTIC RELATIONS OFFICE
230 East Market Street
Clearfield, PA 16830

Postmark:



WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW

Ford Consumer Discount Company,

Vs.

NO.: 2000-01295-CD

Edward M. Cambria Sr.,

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To satisfy the debt, interest and costs due FORD CONSUMER DISCOUNT COMPANY, Plaintiff(s) from EDWARD M. CAMBRIA SR. , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description
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Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

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INTEREST: \$10,620.24 (at the per diem of \$12.92 to
6/22/01)
PROTH. COSTS: \$
ATTY'S COMM: \$2,360.50
DATE: 04/23/2001

PAID: \$127.00
SHERIFF: \$
OTHER COSTS: \$
Escrow Deficit \$1,500.00



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 5th day
of April, A.D. 2001
At 3:36 A.M./P.M.
Chester A. Hantin
Sheriff by Margaret H. Pitt

Requesting Party: Leon Haller, Esquire
1719 North Front Street
Harrisburg, PA 17102

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the Borough of Osceola Mills, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

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Assessment # 013-380-00004

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10914

FORD CONSUMER DISCOUNT COMPANY

00-1295-CD

VS.

CAMBRIA, EDWARD M. 00-1295-CD

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

**NOW, MAY 4, 2001, AT 10:50 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY
OF THE DEFENDANT. PROPERTY WAS POSTED THIS DATE.**

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

**NOW, MAY 4, 2001, SHERIFF DENNY NAU OF CENTRE COUNTY WAS DEPUTIZED
BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE
WITHIN WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON EDWARD M.
CAMBRIA, SR., DEFENDANT.**

**NOW, MAY 10, 2001, SERVED THE WITHIN WRIT OF EXECUTION, NOTICE OF
SALE AND COPY OF LEVY ON EDWARD M. CAMBRIA, SR., DEFENDANT, BY
DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF
NAU IS HERETO ATTACHED AND MADE PART OF THIS RETURN.**

**NOW, JULY 6, 2001, RECEIVED FAX THAT SALE IS TO BE CONTINUED TO
AUGUST 3, 2001.**

**NOW, AUGUST 3, 2001, A SALE WAS HELD ON THE PROPERTY OF THE
DEFENDANT. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR
TEN THOUSAND (\$10,000.00) DOLLARS PLUS COSTS.**

**NOW, AUGUST 6, 2001, A BILL WAS SENT TO THE ATTORNEY FOR COSTS
DUE ON SALE.**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10914

FORD CONSUMER DISCOUNT COMPANY

00-1295-CD

VS.

CAMBRIA, EDWARD M. 00-1295-CD

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, NOVEMBER 19, 2001, SENT A SECOND BILL TO THE ATTORNEY FOR COSTS DUE ON SALE.

NOW, JANUARY 19, 2002, SENT A THIRD BILL TO THE ATTORNEY FOR COSTS DUE ON SALE

NOW, JANUARY 29, 2002, PETER SMITH, SOLICITOR FOR THE SHERIFF'S OFFICE SENT A LETTER TO LEON P. HALLER, ATTORNEY FOR THE PLAINTIFF REQUESTING PAYMENT BE SENT AS SOON AS POSSIBLE FOR COSTS DUE ON SALE.

NOW, FEBRUARY 8, 2002, RECEIVED ATTORNEY CHECK #45549 IN THE AMOUNT OF THREE THOUSAND SEVEN HUNDRED FORTY-NINE DOLLARS AND NINETY-NINE CENTS (\$3,749.99) FOR COSTS DUE ON SALE.

NOW, FEBRUARY 8, 2002, RECEIVED LETTER AND AFFIDAVITS OF VALUE FROM LEON P. HALLER, ATTORNEY FOR PLAINTIFF, STATING GRANTEE SHOULD BE FRANKLIN CREDIT MANAGEMENT CORPORATION, 6 HARRISON STREET, NEW YORK, NEW YORK. DEED WAS MADE OUT TO FORD CONSUMER DISCOUNT COMPANY AS WE WERE NOT INFORMED BEFORE BILLING THAT DEED WOULD BE MADE OUT TO ANOTHER GRANTEE.

NOW, FEBRUARY 8, 2002, SENT LETTER TO LEON P. HALLER, ATTORNEY FOR THE PLAINTIFF, EXPLAINING THAT DEED WAS MADE OUT TO FORD CONSUMER DISCOUNT COMPANY BECAUSE WE WERE NOT INFORMED BEFORE BILLING WAS SENT OF THE NEW NAME, IF NAME IS DIFFERENT THAN BUYER AT SALE THIS OFFICE MUST KNOW BEFORE BILLING IS DONE.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10914

FORD CONSUMER DISCOUNT COMPANY

00-1295-CD

VS.

CAMBRIA, EDWARD M. 00-1295-CD

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, FEBRUARY 11, 2002, RETURN WRIT AS A SALE BEING HELD WITH THE PLAINTIFF PURCHASING THE PROPERTY FOR TEN (\$10,000.00) THOUSAND DOLLARS PLUS COSTS. PAID COSTS FROM ADVANCE WITH ATTORNEY PAYING REMAINING COSTS. DEED WAS FILED THIS DATE.

SHERIFF HAWKINS \$428.88
SURCHARGE \$ 40.00
PAID BY ATTORNEY

FILED

FEB 11 2002
014100 pm
William A. Shaw
Prothonotary

So Answers,

Chester Hawkins
by Margaret N. Pott
Chester A. Hawkins
Sheriff

Sworn to Before Me This

~~11/18~~ Day Of February 2002
William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10914

FORD CONSUMER DISCOUNT COMPANY

00-1295-CD

VS.

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COPY

In The Court of Common Pleas of Clearfield County, Pennsylvania

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FORD CONSUMER DISCOUNT COMPANY

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COPY

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10914

FORD CONSUMER DISCOUNT COMPANY

00-1295-CD

VS.

CAMBRIA, EDWARD M. 00-1295-CD

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SURCHARGE \$ 40.00
PAID BY ATTORNEY**

Sworn to Before Me This

____ Day Of _____ 2002

So Answers,


by Marigant H. Pitt
Chester A. Hawkins
Sheriff

COPY

LAW

PURCELL, KRUG & HALLER1719 NORTH FRONT STREET
HARRISBURG, PENNSYLVANIA 17102-2392JOHN W. PURCELL
HOWARD B. KRUG
LEON F. HALLER
JOHN W. PURCELL, JR.
VALERIE A. GUNN
JILL M. WINEKA
BRIAN J. TYLER
NICHOLE M. STALEYTELEPHONE (717) 234-4178
FAX (717) 233-1149
E-MAIL: MTG@PKH.COMJOSEPH NISSLEY (1810-1982)
ANTHONY DISANTO
OF COUNSELHERSHEY
1099 GOVERNOR ROAD
(717) 533-3836**July 6, 2001**

TO: Peggy
CLEARFIELD COUNTY SHERIFF'S

FROM: Barb Villamil

FAX: 814-765-6089

00-1295
Ford Consumer vs. Cambria

Please continue the sheriff sale scheduled 07/06/01 to 08/03/01.

Thank you

Barb

COPY



**Sheriff's Office
Clearfield County**

CLEARFIELD COUNTY FAX
(814) 765-6089

CHESTER A. HAWKINS
SHERIFF

SUITE 116
1 NORTH SECOND STREET - COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ
CHIEF DEPUTY
MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT CLERK
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FORD CONSUMER DISCOUNT COMPANY

NO. 00-1295-CD

VS

**ACTION: WRIT OF EXECUTION, NOTICE OF
SALE AND COPY OF LEVY**

EDWARD M. CAMBRIA, SR.

SERVE BY: JUNE 1, 2001

or

HEARING DATE:

SERVE: EDWARD M. CAMBRIA, SR.

**ADDRESS: 505 ADAMS STREET #C
PHILIPSBURG, PA 16866**

Know all men by these presents, that I, CHESTER A. HAWKINS,
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby
deputize the SHERIFF of CENTRE County to execute this writ.

This deputation being made at the request and risk of the plaintiff
this 4th day of MAY 2001.

COPY

Respectfully,

*Chester A. Hawkins
by Margaret H. Putt*
CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO:

SHERIFF'S OFFICE

CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do not detach any copies.

1. Plaintiff(s)

Ford Consumer Discount Co.

2. Case Number

01-1295-CD

3. Defendant(s)

Edward Cambria Sr

4. Type of Writ or Complaint:

Exec. Notice + Copy of Levy

SERVE

→
AT

5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold.

Edward Cambria Sr

6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)

505 Adams St #C Philipsburg, Pa. 16666

7. Indicate unusual service:

Reg Mail

Certified Mail

Deputize

Post

Other

Now, 20 I SHERIFF OF CENTRE COUNTY, PA., do hereby depose the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.

Sheriff of Centre County

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

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

9. Print/Type Name and Address of Attorney/Originator

10. Telephone Number

11. Date

12. Signature

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above. } SIGNATURE of Authorized CCSD Deputy of Clerk and Title 14. Date Filed 15. Expiration/Hearing Date

TO BE COMPLETED BY SHERIFF

16. Served and made known to Edward Cambria Sr, on the 10 day of May, 20 01, at 1500 o'clock, P. m., at 505 Adams St #C, Philipsburg, County of Centre

Commonwealth of Pennsylvania, in the manner described below:

Defendant(s) personally served.

Adult family member with whom said Defendant(s) resides(s). Relationship is _____

Adult in charge of Defendant's residence.

Manager/Clerk of place of lodging in which Defendant(s) resides(s).

Agent or person in charge of Defendant's office or usual place of business.

and officer of said Defendant company.

Other _____

On the _____ day of _____, 20 _____, at _____ o'clock, _____ M.

Defendant not found because:

Moved Unknown No Answer Vacant Other _____

Remarks:

Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
75.00	9.00	7.00	-	2.50	21.00	.50	2.00	44.00	31.00

17. AFFIRMED and subscribed to before me this 15

So Answer.

20. day of May 20 01

18. Signature of Dep. Sheriff

19. Date

23. *Leida C. Smeal*

21. Signature of Sheriff

22. Date

PROTHONOTARY
My Commission Expires **MISSION EXPIRES FIRST MONDAY**

SHERIFF OF CENTRE COUNTY

24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE
OF AUTHORIZED AUTHORITY AND TITLE.

Amount Pd.

Page

25. Date Received

Security enhanced document. See back for details.

DENNY NAU, SHERIFF
CENTRE COUNTY
COURT HOUSE
BELLEFONTE, PA 16823



M&T Bank

Manufacturers and Traders Trust Company
Bellefonte Office

31339

60-295/313
4408

DATE May 15, 2001

\$ 31.00

PAY
TO THE
ORDER OF Purcell, Krug & Haller

Thirty-one dollars

DOLLARS

VOID AFTER 90 DAYS
SHERIFF OF CENTRE COUNTY

Security features
are included.
Details on back.

THIS CHECK IS DELIVERED IN CONNECTION WITH THE FOLLOWING ACCOUNTS

	Ford Consumer Discount Co.	
	VS	
	Edward M. Cambria Sr.	
	00-12950D PG. 1623-AA	

103 339 103 130 29550 504 99136

Shelley MP

PURCELL, KRUG & HALLER

45549

02/07/2002 045549

Mr. John J. Haller
Attala County Sheriff
Attala County Sheriff's Office
Kosciusko, MS 39090
3,749.99

PURCELL, KRUG & HALLER
1719 NORTH FRONT STREET
HARRISBURG, PA 17102

COMMERCIAL BANK

60-184-313

CHECK NO. CHECK DATE

45549

045549-02/07/2002

CHECK AMOUNT

THREE THOUSAND SEVEN HUNDRED FORTY NINE AND 99/100
DOLLARS*****

\$*****3,749.99

PAY
TO THE
ORDER
OF

SHERIFF OF CLEARFIELD COUNTY

VOID AFTER 90 DAYS

Ex-15914

045549 0313018461 51 320931 2

11/2002

(814) 765-5595
FAX (814) 765-6662

PETER F. SMITH
ATTORNEY
30 SOUTH SECOND STREET
P.O. BOX 130
CLEARFIELD, PENNSYLVANIA 16830

E-mail
pfsatty@aol.uplink.net

January 29, 2002

Leon P. Haller, Esquire
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17011

RE: Ford Consumer Discount Company vs. Cambria
Clearfield County No. 01-1295-CD

Dear Mr. Haller:

I think you will recognize my name. I have substituted for you at a number of Sheriff sales in Clearfield County. You might also know that I am the Solicitor for the Clearfield County Sheriff.

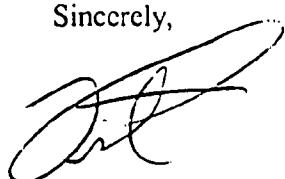
The Sheriff has asked me to write to you concerning the unpaid costs in the sale that was conducted in the matter above. The balance due the Sheriff is \$3,749.99.

Would you please contact your client and impress upon it the urgency of making this payment.

I have enjoyed our professional relationship and would hate to see it ended by something like this.

COPY

Sincerely,


Peter F. Smith

cc: Chester A. Hawkins,
Clearfield County Sheriff

LAW OFFICES

PURCELL, KRUG & HALLER
1719 NORTH FRONT STREET
HARRISBURG, PA 17102-2393

TELEPHONE (717) 234-4178
TELECOPIER (717) 234-1206

February 7, 2002

OFFICE OF THE SHERIFF
Clearfield County Court House
1 North 2nd Street
Clearfield, PA 18630

Re: Ford Consumer Disc. Co. vs. Edward M. Cambria, Sr.
No. 00-1295-CD

Dear Sheriff:

Enclosed are Affidavits of Value for the deed to be recorded as a result of this sale, along with a check representing the balance of the sale costs of \$3,749.99 and an Assignment of Bid.

THE GRANTEE SHOULD BE:

FRANKLIN CREDIT MANAGEMENT CORPORATION
6 HARRISON STREET
NEW YORK, NY 10013

Please have the Recorder return the RECORDED DEED to me in the enclosed envelope, along with the recording receipt.

PLEASE CALL OUR OFFICE, COLLECT IF NECESSARY, THE DAY THE DEED IS RECORDED.

Thank you for your cooperation in this matter. Please call if you need anything further.

COPY

Very truly yours,
Leon P. Haller

Leon P. Haller

LPH/ag

Enclosure

*9
K
G*

FORD CONSUMER DISCOUNT COMPANY, : IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
vs. :
EDWARD M. CAMBRIA, SR. : 00-1295-CD
Defendants :
: CIVIL ACTION - LAW
: IN MORTGAGE FORECLOSURE

ASSIGNMENT OF BID

TO THE SHERIFF:

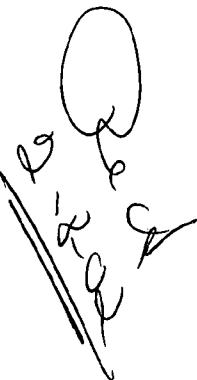
Ford Consumer Discount Company, as agent for Franklin Credit Management Corporation, hereby assigns its bid in the above matter to Franklin Credit Management Corporation, 6 Harrison Street, New York, NY 10013.

COPY


Leon P. Haller, Esquire
Attorney for Plaintiff

PURCELL, KRUG & HALLER
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

DATED: August 8, 2001



OFFICE OF THE SHERIFF



1 NORTH SECOND STREET, SUITE 116
CLEARFIELD COUNTY, PENNSYLVANIA
CLEARFIELD, PA. 16830

CHESTER A. HAWKINS
SHERIFF

(814) 765-2641

FEBRUARY 8, 2002

Leon P. Haller, Esq.
Purcell, Krub & Haller
1719 North Front Street
Harrisburg, PA 17102

Dear Mr. Haller:

I have contacted your office previously about the names on deeds for property purchased through Sheriff Sales. When purchased by the Plaintiff and I am not informed prior to the bill being sent to you I put the deed into the Plaintiff's name. If the deed is to be in another name I need to know prior to billing because there is a fifty (\$.50) cent charge for each additional name for the deed to be filed in the Recorders Office.

CC Please make note of this for the future.

Sincerely,

MARGARET H. PUTT
Office Manager

REAL ESTATE SALE

REAL ESTATE SALE

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

NOW, AUGUST 6, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 3rd day of AUGUST 2001, I exposed the within described real estate of EDWARD M. CAMBRIA, SR.

to public venue or outcry at which time and place I sold the same to FORD CONSUMER DISCOUNT COMPANY
he/she being the highest bidder, for the sum of \$ 10,000.00 + COSTS
and made the following appropriations, viz.:

SHERIFF COSTS:

RDR	\$ 15.00
SERVICE	15.00
MILEAGE	10.40
LEVY	15.00
MILEAGE	10.40
POSTING	15.00
CSDS	10.00
COMMISSION 2%	200.00
POSTAGE	4.08
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	9.00
COPIES	10.00
BILLING - PHONE - FAX	10.00
TOTAL SHERIFF COSTS	<u>\$ 428.32</u>

DEED COSTS:

REGISTER & RECORDER	\$ 15.50
ACKNOWLEDGEMENT	5.00
TRANSFER TAX 2%	

TOTAL DEED COSTS \$ 20.50

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 47,209.94
INTEREST TO 6-22-01 AT THE	
PER DIEM OF \$12.92	10,620.24
TOTAL DEBT & INTEREST	\$ 57,830.18
COSTS:	
ATTORNEY FEES	\$
PROTH. SATISFACTION	
ADVERTISING	\$ 294.78
LATE CHARGES & FEES	
TAXES-Collector	
TAXES-Tax Claim	\$ 1,141.58
COSTS OF SUIT-To Be Added	
LIST OF LIENS	\$ 280.00
MORTGAGE SEARCH	
ACKNOWLEDGEMENT	5.00
DEED COSTS	\$ 15.50
ATTORNEY COMMISSION	\$ 2,360.50
SHERIFF COSTS	\$ 428.88
LEGAL JOURNAL AD	\$ 96.75
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	\$ 127.00
ESCROW DEFICIT	\$ 1,500.00
TOTAL COSTS	\$ 4,749.99

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