

01-365-CD
HOUSEHOLD REALTY CORPORATION -vs- WILLIAM E. LINGENFELTER

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

Household Realty Corporation
961 Weigel Drive, P.O. Box 8634
Elmhurst, IL 60126-1058

Clearfield County
Court of Common Pleas

v.

William E. Lingenfelter
RR1 Box 155, a/k/a
P.O. Box 155, Main Street
Luthersburg, PA 15848

FILED

MAR 12 2001

William A. Shaw
Prothonotary

Number 01-365-00

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

AVISO

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a 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 tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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 HELP.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SINO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 51

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Attorney for Plaintiff

Household Realty Corporation	:	Clearfield County
961 Weigel Drive, P.O. Box 8634	:	Court of Common Pleas
Elmhurst, IL 60126-1058	:	
	:	
v.	:	
	:	
William E. Lingenfelter	:	
RR1 Box 155, a/k/a	:	
P.O. Box 155, Main Street	:	
Luthersburg, PA 15848	:	
	:	Number

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Household Realty Corporation, a corporation duly organized under the laws of Delaware and doing business at the above captioned address.

2. The Defendant is William E. Lingenfelter, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is RR1 Box 155, a/k/a P.O. Box 155, Main Street, Luthersburg, PA 15848.

3. On 1/28/97, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which

mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book 1821, Page 563.

4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RR 1 Box 155, Luthersburg, PA 15848.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 1/1/00 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:


Principal Balance	\$13,397.81
Interest 12/1/99 through 2/16/01 (Plus \$7.89 per diem thereafter)	\$ 3,408.17
Attorney's Fee	\$ 1,500.00
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$18,855.98

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

8. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage

Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by certified mail on the date set forth in the true and correct copies of such notices attached hereto as Exhibit "B."

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$18,855.98, together with interest at the rate of \$7.89 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property.



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

710263-10-100003

MORTGAGE☒ IF BOX IS CHECKED, THIS MORTGAGE IS AN OPEN-END MORTGAGE AND SECURES FUTURE ADVANCESTHIS MORTGAGE is made this 28TH day of JANUARY 19 97, between the Mortgagor,
WILLIAM E. LINGENFELTER(herein "Borrower"), and Mortgagee HOUSEHOLD REALTY CORPORATION
a corporation organized and existing under the laws of DELAWARE, whose address is
P O BOX 6633, ELMHURST, IL 60126
(herein "Lender").

The following paragraph preceded by a checked box is applicable.

☐ WHEREAS, Borrower is indebted to Lender in the principal sum of \$
evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated
and any extensions or renewals thereof (herein "Note"), providing for monthly installments
of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is
variable, with the balance of the indebtedness, if not sooner paid, due and payable on☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 14,000.00, or so much thereof
as may be advanced pursuant to Borrower's Revolving Loan Agreement dated JANUARY 28, 1997 and
extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under
the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a
credit limit stated in the principal sum above and an initial advance of \$ 14,000.00;TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon,
including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the
payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this
Mortgage; and (4) the performance of the covenants and agreements of Borrower herein contained, Borrower does
hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property
located in the County of CLEARFIELD Commonwealth
of Pennsylvania:ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE
VILLAGE OF LUTHERSBURG, BRADY TOWNSHIP, CLEARFIELD COUNTY,
PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS: TO WIT:ON THE SOUTH BY IMPROVED STATE HIGHWAY; ON THE WEST BY LANDS
NOW OR FORMERLY OF B. SHUGARTS; ON THE NORTH BY AN ALLEY;
AND ON THE EAST BY LANDS NOW OR FORMERLY OF PAUL HARMICK,
CONSISTING OF THREE (3) TOWN LOTS EACH HAVING A FRONTAGE OF
80 FEET AND A DEPTH OF 160 FEET, MORE OR LESS, TO THE ALLEY.CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 2:20 pm 2-21-97
BY Household Realty
FEES 15.50
Karen L. Starck, RecorderI hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.*Karen L. Starck*
Karen L. Starck
Recorder of Deeds

"EXHIBIT A"

December 21, 2000

William E. Lingenfelt
P.O. Box 155 Main Street
Luthersburg, PA 15848

ACT 91 NOTICE 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 to save your
home.

This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY
WITHIN 30 DAYS OF THE RECEIPT 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 A 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.

HOMEOWNER'S NAME(S): William E. Lingenfelt
PROPERTY ADDRESS: RR 1 Bpx 155 Luthersburg, PA 15848
LOAN ACCOUNT NUMBER: 711723-19-500352

"EXHIBIT B"

ORIGINAL LENDER: Household Finance Consumer Discount Company F/K/A Household Finance Corporation
CURRENT LENDER/SERVICER: Household Finance Consumer Discount Company F/K/A Household Finance Corporation

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

APPLICATION FOR MORTGAGE ASSISTANCE--Your mortgage is in 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 the 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 TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at RR 1 Bpx 155 Luthersburg, PA 15848 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: approximately \$310.00 for the months of January 2000 through December 2000

Other charges: _____

TOTAL AMOUNT PAST DUE: \$3,420.00

HOW TO CURE THE DEFAULT--You may cure this default within THIRTY (30) DAYS of the receipt of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3,420.00, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Joe Kraynak
Household Finance Consumer Discount Company F/K/A Household Finance Corporation
P.O. Box 8604
Elmhurst, IL 60126

IF YOU DO NOT CURE THE DEFAULT--If you do not cure the default within THIRTY (30) DAYS of the receipt of this Notice, **the lender 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 OF RECEIPT OF THIS NOTICE, the lender also intends to instruct its attorneys to start legal action 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 lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default**

within THIRTY (30) DAYS OF RECEIPT OF THIS NOTICE, you will not be required to pay attorney's fees.

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

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

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 five months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Household Finance Consumer Discount Company F/K/A Household Finance Corporation
Address: P.O. Box 8604, Elmhurst, IL 60126
Phone Number: 1-800-959-3482, Ext. 7232
Fax Number: 1-630-617-7744
Contact Person: Joe Kraynak

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

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

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU 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.

FOR CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY, PLEASE SEE THE ATTACHED LIST.

NOTE: Unless you notify this office within thirty (30) days after receiving this notice, that you dispute the validity of this debt or any portion thereof, this office will assume that the debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice, this office will: obtain verification of the debt or obtain a copy of judgment and mail you a copy of such judgment or verification. You are also advised that any information which you supply to this office may be used by us in the collection of the debt. If you request this office in writing within thirty (30) days after receiving this, this office will provide you with the name and address of the original creditor.

Although we have requested that you make payment or provide a valid reason for nonpayment, you still have the right to make a written request, within thirty days of your receipt of this notice, for more information about the debt. Your rights are described further, hereinafter.

THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER 7099 3400 0014 2626 2126
RETURN RECEIPT REQUESTED

Enclosure: Validation of Debt Notice

Validation of Debt Notice

Pursuant to the Fair Debt Collection Practice Act (FDCPA) (15 USC 1692), a consumer debtor is required to be sent the following notice: (1) unless the consumer, within thirty (30) days after receipt of this notice, disputes the validity of the debt or any portion thereof, the debt will be assumed to be valid by the debt collector, (2) if the consumer notifies the debt collector in writing within the thirty day period that the debt or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a Judgment against the consumer and copy of such verification or Judgment will be mailed to the consumer by the debt collector, and (3) upon the consumer's written request within the thirty (30) day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

Our demand for immediate payment does not eliminate your right to dispute this debt within thirty days of receipt of this notice. If you choose to do so, we are required by law to cease our collection efforts until we have mailed that information to you.

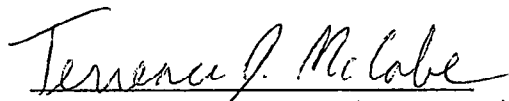
Although we have requested that you make payment or provide a valid reason for nonpayment, you still have the right to make a written request, within thirty days of your receipt of this notice, for more information about the debt. Your rights are described further, hereinafter.

The law office of McCABE, WEISBERG AND CONWAY, P.C. is acting as a debt collector, pursuant to the FDCPA. THIS NOTICE AND LETTER ARE AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. The Federal Trade Commission has ruled that The FDCPA does not preclude the institution of legal action prior to the expiration of the thirty day period.

Acceptance of funds and reinstatement of the mortgage are both subject to verification by my client. Please note that I may be instructed to proceed with foreclosure and fees, costs and/or advances by the mortgagee may be due in addition to the sum quoted above.

Please further note that any funds tendered will be subject to verification and correctness before the matter is concluded. Please feel free to contact this office upon receipt of this notice should you have any questions or concerns.

Date: December 21, 2000



Terrence J. McCabe, Esquire
McCabe, Weisberg, & Conway, P.C.
First Union Building
123 South Broad Street
Suite 2080
Philadelphia, PA 19109

PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNERS' EMERGENCY MORTGAGE
ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

Consumer Credit Counseling Service of Western
Pennsylvania, Inc.
500-02 3rd Avenue
Post Office Box 278
Duncansville, Pa
(814) 696-3546

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

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

The undersigned, Renee Turner, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Household Realty Corporation, and that she is authorized to make this verification and that the foregoing facts are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsification to authorities.

Renee Turner
RENEE TURNER

Document?

Document
Relating to Special Affairs
for Detainees

26 Apr 01 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

6-25-01 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

FILED

MAR 12 2001
1713.33 City of Cape
William A. Shaw
Prothonotary
Pd \$80.00

KC. Swift

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

Attorney for Plaintiff

HOUSEHOLD REALTY CORPORATION
v.

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
:


WILLIAM E. LINGENFELTER

: NUMBER 01-365-CD

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in Mortgage Foreclosure in
the above-captioned matter.



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

FILED

APR 26 2001

William A. Shaw
Prothonotary

FILED

APR 26 2001

William A. Shaw
Prothonotary

Comp. Constated
to Sheriff

4.26.01 Document
~~Reinstated/Reissued to Sheriff/Agent~~
for service,

~~Deputy Prothonotary~~

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10786

HOUSEHOLD REALTY CORPORATION

01-365-CD

VS.

LINGENFELTER, WILLIAM E.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MAY 25, 2001 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE
"NOT SERVED, TIME EXPIRED" AS TO WILLIAM E. LINGENFELTER, DEFENDANT.
NEVER RECEIVED ADVANCE COSTS FOR JEFFERSON COUNTY SHERIFF.

Return Costs

Cost	Description
13.84	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

26th Day Of May 2001
William A. Shaw

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

So Answers,

Chester A. Hawkins
My Marlynn Hamer
Chester A. Hawkins
Sheriff

FILED

01/11:40/81
MAY 25 2001 RES

William A. Shaw
Prothonotary

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
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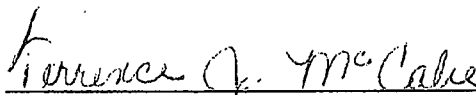
Attorney for Plaintiff

HOUSEHOLD REALTY CORPORATION	:	CLEARFIELD COUNTY
v.	:	COURT OF COMMON PLEAS
	:	
WILLIAM E. LINGENFELTER	:	NUMBER 01-365-CD

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in Mortgage Foreclosure in
the above-captioned matter.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

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

APR 26 2001

Attest.


Prothonotary

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

Household Realty Corporation
961 Weigel Drive, P.O. Box 8634
Elmhurst, IL 60126-1058

Clearfield County
Court of Common Pleas

FILED

MAR 12 2001

7:34 pm
William A. Shaw
Prothonotary

v.

William E. Lingenfelter
RR1 Box 155, a/k/a
P.O. Box 155, Main Street
Luthersburg, PA 15848

Number 01-365-00

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

AVISO

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a 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 tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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 HELP.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 51

Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 51

4:26:01 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

Household Realty Corporation
961 Weigel Drive, P.O. Box 8634
Elmhurst, IL 60126-1058

Clearfield County
Court of Common Pleas

v.

William E. Lingenfelter
RR1 Box 155, a/k/a
P.O. Box 155, Main Street
Luthersburg, PA 15848

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Household Realty Corporation, a corporation duly organized under the laws of Delaware and doing business at the above captioned address.

2. The Defendant is William E. Lingenfelter, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is RR1 Box 155, a/k/a P.O. Box 155, Main Street, Luthersburg, PA 15848.

3. On 1/28/97, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which

mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book 1821, Page 563.

4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RR 1 Box 155, Luthersburg, PA 15848.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 1/1/00 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:


Principal Balance	\$13,397.81
Interest 12/1/99 through 2/16/01 (Plus \$7.89 per diem thereafter)	\$ 3,408.17
Attorney's Fee	\$ 1,500.00
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$18,855.98

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

8. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage

Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by certified mail on the date set forth in the true and correct copies of such notices attached hereto as Exhibit "B."

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$18,855.98, together with interest at the rate of \$7.89 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

MORTGAGE

☒ IF BOX IS CHECKED, THIS MORTGAGE IS AN OPEN-END MORTGAGE AND SECURES FUTURE ADVANCES

THIS MORTGAGE is made this 28TH day of JANUARY 19 97, between the Mortgagor, WILLIAM E. LINGENFELTER

(herein "Borrower"), and Mortgagee HOUSEHOLD REALTY CORPORATION, a corporation organized and existing under the laws of DELAWARE, whose address is P O BOX 6833, ELMHURST, IL 60126 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

☐ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ _____ evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated _____ and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on _____;

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 14,000.00 or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated JANUARY 28, 1997 and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the principal sum above and an initial advance of \$ 14,000.00;

TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (4) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of CLEARFIELD Commonwealth of Pennsylvania:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE VILLAGE OF LUTHERSBURG, BRADY TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS: TO WIT:

ON THE SOUTH BY IMPROVED STATE HIGHWAY; ON THE WEST BY LANDS NOW OR FORMERLY OF B. SHUGARTS; ON THE NORTH BY AN ALLEY; AND ON THE EAST BY LANDS NOW OR FORMERLY OF PAUL HARMICK, CONSISTING OF THREE (3) TOWN LOTS EACH HAVING A FRONTAGE OF 80 FEET AND A DEPTH OF 160 FEET, MORE OR LESS, TO THE ALLEY.

CLEARFIELD COUNTY

ENTERED OF RECORD

TIME 2:20 PM 2-21-97

BY Household Realty

FEES 15.50

Karen L. Starck, Recorder

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



Karen L. Starck
Karen L. Starck
Recorder of Deeds

"EXHIBIT A"

December 21, 2000

William E. Lingenfelt
P.O. Box 155 Main Street
Luthersburg, PA 15848

ACT 91 NOTICE 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 to save your
home.

This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY
WITHIN 30 DAYS OF THE RECEIPT 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 A 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.

HOMEOWNER'S NAME(S): William E. Lingenfelt
PROPERTY ADDRESS: RR 1 Bpx 155 Luthersburg, PA 15848
LOAN ACCOUNT NUMBER: 711723-19-500352

"EXHIBIT B"

ORIGINAL LENDER: Household Finance Consumer Discount Company F/K/A Household Finance Corporation
CURRENT LENDER/SERVICER: Household Finance Consumer Discount Company F/K/A Household Finance Corporation

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

APPLICATION FOR MORTGAGE ASSISTANCE--Your mortgage is in 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 the 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 TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at RR 1 Bpx 155 Luthersburg, PA 15848 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: approximately \$310.00 for the months of January 2000 through December 2000

Other charges: _____

TOTAL AMOUNT PAST DUE: \$3,420.00

HOW TO CURE THE DEFAULT--You may cure this default within THIRTY (30) DAYS of the receipt of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3,420.00, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Joe Kraynak
Household Finance Consumer Discount Company F/K/A Household Finance Corporation
P.O. Box 8604
Elmhurst, IL 60126

IF YOU DO NOT CURE THE DEFAULT--If you do not cure the default within THIRTY (30) DAYS of the receipt of this Notice, **the lender 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 OF RECEIPT OF THIS NOTICE, the lender also intends to instruct its attorneys to start legal action 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 lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default**

within THIRTY (30) DAYS OF RECEIPT OF THIS NOTICE, you will not be required to pay attorney's fees.

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

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

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 five months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Household Finance Consumer Discount Company F/K/A Household Finance Corporation
Address: P.O. Box 8604, Elmhurst, IL 60126
Phone Number: 1-800-959-3482, Ext. 7232
Fax Number: 1-630-617-7744
Contact Person: Joe Kraynak

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

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

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU 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.

FOR CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY, PLEASE SEE THE ATTACHED LIST.

NOTE: Unless you notify this office within thirty (30) days after receiving this notice, that you dispute the validity of this debt or any portion thereof, this office will assume that the debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice, this office will: obtain verification of the debt or obtain a copy of judgment and mail you a copy of such judgment or verification. You are also advised that any information which you supply to this office may be used by us in the collection of the debt. If you request this office in writing within thirty (30) days after receiving this, this office will provide you with the name and address of the original creditor.

Although we have requested that you make payment or provide a valid reason for nonpayment, you still have the right to make a written request, within thirty days of your receipt of this notice, for more information about the debt. Your rights are described further, hereinafter.

THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER 7099 3400 0014 2626 2126
RETURN RECEIPT REQUESTED

Enclosure: Validation of Debt Notice

Validation of Debt Notice

Pursuant to the Fair Debt Collection Practice Act (FDCPA) (15 USC 1692), a consumer debtor is required to be sent the following notice: (1) unless the consumer, within thirty (30) days after receipt of this notice, disputes the validity of the debt or any portion thereof, the debt will be assumed to be valid by the debt collector, (2) if the consumer notifies the debt collector in writing within the thirty day period that the debt or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a Judgment against the consumer and copy of such verification or Judgment will be mailed to the consumer by the debt collector, and (3) upon the consumer's written request within the thirty (30) day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

Our demand for immediate payment does not eliminate your right to dispute this debt within thirty days of receipt of this notice. If you choose to do so, we are required by law to cease our collection efforts until we have mailed that information to you.

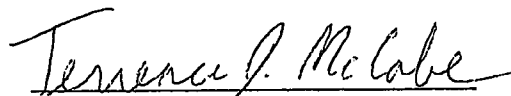
Although we have requested that you make payment or provide a valid reason for nonpayment, you still have the right to make a written request, within thirty days of your receipt of this notice, for more information about the debt. Your rights are described further, hereinafter.

The law office of McCABE, WEISBERG AND CONWAY, P.C. is acting as a debt collector, pursuant to the FDCPA. THIS NOTICE AND LETTER ARE AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. The Federal Trade Commission has ruled that The FDCPA does not preclude the institution of legal action prior to the expiration of the thirty day period.

Acceptance of funds and reinstatement of the mortgage are both subject to verification by my client. Please note that I may be instructed to proceed with foreclosure and fees, costs and/or advances by the mortgagee may be due in addition to the sum quoted above.

Please further note that any funds tendered will be subject to verification and correctness before the matter is concluded. Please feel free to contact this office upon receipt of this notice should you have any questions or concerns.

Date: December 21, 2000



Terrence J. McCabe, Esquire
McCabe, Weisberg, & Conway, P.C.
First Union Building
123 South Broad Street
Suite 2080
Philadelphia, PA 19109

PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNERS' EMERGENCY MORTGAGE
ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

Consumer Credit Counseling Service of Western
Pennsylvania, Inc.
500-02 3rd Avenue
Post Office Box 278
Duncansville, Pa
(814) 696-3546

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

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

VERIFICATION

The undersigned, Renee Turner, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Household Realty Corporation, and that she is authorized to make this verification and that the foregoing facts are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.


RENEE TURNER

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

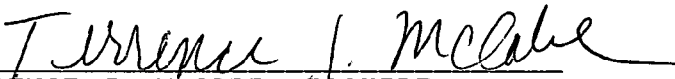
Attorney for Plaintiff

HOUSEHOLD REALTY CORPORATION	:	CLEARFIELD COUNTY
	:	COURT OF COMMON PLEAS
v.	:	
	:	
WILLIAM E. LINGENFELTER	:	NUMEER 01-365-CD

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in Mortgage Foreclosure in
the above-captioned matter.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

FILED

JUN 25 2001

William A. Shaw
Prothonotary

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

Household Realty Corporation
961 Weigel Drive, P.O. Box 8634
Elmhurst, IL 60126-1058

v.

William E. Lingenfelter
RR1 Box 155, a/k/a
P.O. Box 155, Main Street
Luthersburg, PA 15848

Clearfield County
Court of Common Pleas

FILED

MAR 12 2001

12:34 pm

William A. Shaw
Prothonotary

Number 01-365-00

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

AVISO

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET HELP.

Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 51

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a 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 tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 51

4:26 01 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
William A. Shaw
Deputy Prothonotary

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

Household Realty Corporation	:	Clearfield County
961 Weigel Drive, P.O. Box 8634	:	Court of Common Pleas
Elmhurst, IL 60126-1058	:	
	:	
v.	:	
	:	
William E. Lingenfelter	:	
RR1 Box 155, a/k/a	:	
P.O. Box 155, Main Street	:	
Luthersburg, PA 15848	:	
	:	Number

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Household Realty Corporation, a corporation duly organized under the laws of Delaware and doing business at the above captioned address.

2. The Defendant is William E. Lingenfelter, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is RR1 Box 155, a/k/a P.O. Box 155, Main Street, Luthersburg, PA 15848.

3. On 1/28/97, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which

mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book 1821, Page 563.

4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RR 1 Box 155, Luthersburg, PA 15848.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 1/1/00 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:


Principal Balance	\$13,397.81
Interest 12/1/99 through 2/16/01 (Plus \$7.89 per diem thereafter)	\$ 3,408.17
Attorney's Fee	\$ 1,500.00
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$18,855.98

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

8. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage

Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by certified mail on the date set forth in the true and correct copies of such notices attached hereto as Exhibit "B."

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$18,855.98, together with interest at the rate of \$7.89 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

Vol 1821 PAGE 563

710255-10-100003

MORTGAGE

☒ IF BOX IS CHECKED, THIS MORTGAGE IS AN OPEN-END MORTGAGE AND SECURES FUTURE ADVANCES

THIS MORTGAGE is made this 28TH day of JANUARY 19 97, between the Mortgagor, WILLIAM E. LINGENFELTER

(herein "Borrower"), and Mortgagee HOUSEHOLD REALTY CORPORATION
a corporation organized and existing under the laws of DELAWARE, whose address is
P O BOX 6833, ELMHURST, IL 60126
(herein "Lender").

The following paragraph preceded by a checked box is applicable.

☐ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on ;

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 14,000.00 or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated JANUARY 28, 1997 and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the principal sum above and an initial advance of \$ 14,000.00;

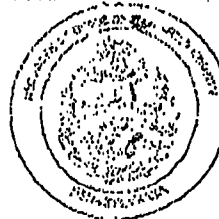
TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (4) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of CLEARFIELD Commonwealth of Pennsylvania:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE VILLAGE OF LUTHERSBURG, BRADY TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS: TO WIT:

ON THE SOUTH BY IMPROVED STATE HIGHWAY; ON THE WEST BY LANDS NOW OR FORMERLY OF B. SHUGARTS; ON THE NORTH BY AN ALLEY; AND ON THE EAST BY LANDS NOW OR FORMERLY OF PAUL HARMICK, CONSISTING OF THREE (3) TOWN LOTS EACH HAVING A FRONTAGE OF 80 FEET AND A DEPTH OF 160 FEET, MORE OR LESS, TO THE ALLEY.

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 3:20 PM 2-21-97
BY Household Realty
FEES 15.50
Karen L. Starck, Recorder

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



Karen L. Starck
Karen L. Starck
Recorder of Deeds



"EXHIBIT A"

December 21, 2000

William E. Lingenfelt
P.O. Box 155 Main Street
Luthersburg, PA 15848

ACT 91 NOTICE 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 to save your
home.

This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY
WITHIN 30 DAYS OF THE RECEIPT 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 A 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.

HOMEOWNER'S NAME(S): William E. Lingenfelt
PROPERTY ADDRESS: RR 1 Bpx 155 Luthersburg, PA 15848
LOAN ACCOUNT NUMBER: 711723-19-500352

"EXHIBIT B"

ORIGINAL LENDER: Household Finance Consumer Discount Company F/K/A Household Finance Corporation
CURRENT LENDER/SERVICER: Household Finance Consumer Discount Company F/K/A Household Finance Corporation

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

APPLICATION FOR MORTGAGE ASSISTANCE--Your mortgage is in 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 the 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 TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at RR 1 Bpx 155 Luthersburg, PA 15848 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: approximately \$310.00 for the months of January 2000 through December 2000

Other charges: _____

TOTAL AMOUNT PAST DUE: \$3,420.00

HOW TO CURE THE DEFAULT--You may cure this default within THIRTY (30) DAYS of the receipt of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3,420.00, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Joe Kraynak
Household Finance Consumer Discount Company F/K/A Household Finance Corporation
P.O. Box 8604
Elmhurst, IL 60126

IF YOU DO NOT CURE THE DEFAULT--If you do not cure the default within THIRTY (30) DAYS of the receipt of this Notice, the lender 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 OF RECEIPT OF THIS NOTICE, the lender also intends to instruct its attorneys to start legal action 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 lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default

within THIRTY (30) DAYS OF RECEIPT OF THIS NOTICE, you will not be required to pay attorney's fees.

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

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

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 five months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Household Finance Consumer Discount Company F/K/A Household Finance Corporation
Address: P.O. Box 8604, Elmhurst, IL 60126
Phone Number: 1-800-959-3482, Ext. 7232
Fax Number: 1-630-617-7744
Contact Person: Joe Kraynak

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

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

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU 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.

FOR CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY, PLEASE SEE THE ATTACHED LIST.

NOTE: Unless you notify this office within thirty (30) days after receiving this notice, that you dispute the validity of this debt or any portion thereof, this office will assume that the debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice, this office will: obtain verification of the debt or obtain a copy of judgment and mail you a copy of such judgment or verification. You are also advised that any information which you supply to this office may be used by us in the collection of the debt. If you request this office in writing within thirty (30) days after receiving this, this office will provide you with the name and address of the original creditor.

Although we have requested that you make payment or provide a valid reason for nonpayment, you still have the right to make a written request, within thirty days of your receipt of this notice, for more information about the debt. Your rights are described further, hereinafter.

THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER 7099 3400 0014 2626 2126
RETURN RECEIPT REQUESTED

Enclosure: Validation of Debt Notice

Validation of Debt Notice

Pursuant to the Fair Debt Collection Practice Act (FDCPA) (15 USC 1692), a consumer debtor is required to be sent the following notice: (1) unless the consumer, within thirty (30) days after receipt of this notice, disputes the validity of the debt or any portion thereof, the debt will be assumed to be valid by the debt collector, (2) if the consumer notifies the debt collector in writing within the thirty day period that the debt or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a Judgment against the consumer and copy of such verification or Judgment will be mailed to the consumer by the debt collector, and (3) upon the consumer's written request within the thirty (30) day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

Our demand for immediate payment does not eliminate your right to dispute this debt within thirty days of receipt of this notice. If you choose to do so, we are required by law to cease our collection efforts until we have mailed that information to you.

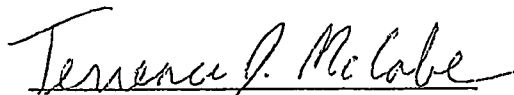
Although we have requested that you make payment or provide a valid reason for nonpayment, you still have the right to make a written request, within thirty days of your receipt of this notice, for more information about the debt. Your rights are described further, hereinafter.

The law office of McCABE, WEISBERG AND CONWAY, P.C. is acting as a debt collector, pursuant to the FDCPA. THIS NOTICE AND LETTER ARE AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. The Federal Trade Commission has ruled that The FDCPA does not preclude the institution of legal action prior to the expiration of the thirty day period.

Acceptance of funds and reinstatement of the mortgage are both subject to verification by my client. Please note that I may be instructed to proceed with foreclosure and fees, costs and/or advances by the mortgagee may be due in addition to the sum quoted above.

Please further note that any funds tendered will be subject to verification and correctness before the matter is concluded. Please feel free to contact this office upon receipt of this notice should you have any questions or concerns.

Date: December 21, 2000



Terrence J. McCabe, Esquire
McCabe, Weisberg, & Conway, P.C.
First Union Building
123 South Broad Street
Suite 2080
Philadelphia, PA 19109

PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNERS' EMERGENCY MORTGAGE
ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

Consumer Credit Counseling Service of Western
Pennsylvania, Inc.
500-02 3rd Avenue
Post Office Box 278
Duncansville, Pa
(814) 696-3546

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

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

VERIFICATION

The undersigned, Renee Turner, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Household Realty Corporation, and that she is authorized to make this verification and that the foregoing facts are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.


RENEE TURNER

FILED

JUN 25 2001

m/143/atty

McCabe

William A. Shaw

Prothonotary

pd. 67.00

Comp. Ren. to Sheriff

6:25:01 Document
Reinstated/Reissued to Sheriff/Adm
for service. *William A. Shaw*

Deputy Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10786

HOUSEHOLD REALTY CORPORATION

01-365-CD

VS.

LINGENFELTER, WILLIAM E.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JUNE 27, 2001, THOMAS DEMKO, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON WILLIAM E. LINGENFELTER, DEFENDANT.

NOW JULY 2, 2001 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON WILLIAM E. LINGENFELTER, DEFENDANT BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

Return Costs

Cost	Description
18.55 SHFF.	HAWKINS PAID BY: ATTY.
33.64 SHFF.	DEMKO PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

FILED

013:49-01
JUL 13 2001

William A. Shaw
Prothonotary

Sworn to Before Me This

13th Day Of July 2001

William A. Shaw

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

So Answers,

Chester A. Hawkins
by Marilyn Harris
Chester A. Hawkins
Sheriff

No. 01-365-CD

Personally appeared before me, Terry Fedigan, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on July 2, 2001 at 3:06 o'clock P.M. served the Reinstated Notice and Complaint in Mortgage Foreclosure upon WILLIAM E. LINGENFELTER, Defendant, at his residence, 16 South Park Street, Borough of Sykesville, County of Jefferson, State of Pennsylvania, by handing to him, personally, a true and attested copy of the Reinstated Notice and Complaint and by making known to him the contents thereof.

Advance Costs Received:	\$125.00
My Costs:	\$ 31.64 Paid
Prothy:	\$ 2.00
Total Costs:	\$ 33.64
Refunded:	\$ 91.36

Sworn and subscribed
to before me this 6th

July 2001
Thomas A. Demko

So Answers,

**PROTHONOTARY
CLERK OF COURTS**

My Commission Expires
1st Monday of January 2002.
Jefferson County, PA

Carl J. Steward Jr. Deputy
Thomas A. Demko Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

Attorney for Plaintiff

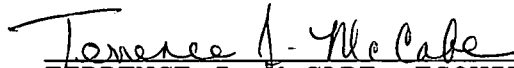
HOUSEHOLD REALTY CORPORATION	:	CLEARFIELD COUNTY
	:	COURT OF COMMON PLEAS
v.	:	
	:	
WILLIAM E LINGENFELTER	:	NUMBER 01-365-CD

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

Kindly enter judgment by default in favor of Plaintiff and against Defendant in the above-captioned matter for failure to answer Complaint as required by Pennsylvania Rules of Civil Procedure and assess damages as follows:

Principal	\$18,855.98
Interest from 2/17/01-9/6/01	<u>\$ 1,585.89</u>
TOTAL	\$20,441.87


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

AND NOW, this 11th day of September, 2001,
Judgment is entered in favor of Plaintiff, Household Realty Corporation and against Defendant, William E. Lingenfelter and damages are assessed in the amount of \$20,441.87, plus interest and costs.

BY THE PROTHONOTARY:



FILED

SEP 11 2001

William A. Shaw
Prothonotary

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

Attorney for Plaintiff

HOUSEHOLD REALTY CORPORATION : CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
v. :
:
WILLIAM E. LINGENFELTER : NUMBER 01-365-CD

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:
SS.
COUNTY OF PHILADELPHIA :

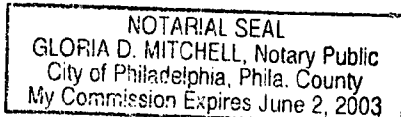
The undersigned, being duly sworn according to law, deposes and says that the Defendant is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended; and that the Defendant, William E. Lingenfelter, is over eighteen (18) years of age and resides at 16 South Park Street, Sykesville, PA 15865.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 6th DAY

OF Sept. , 2001.

Gloria D. Mitchell
Notary Public

Terrence J. McCabe
TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff



McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

Attorney for Plaintiff

HOUSEHOLD REALTY CORPORATION	:	CLEARFIELD COUNTY
	:	COURT OF COMMON PLEAS
v.	:	
	:	
WILLIAM E. LINGENFELTER	:	NUMBER 01-365-CD
	:	

CERTIFICATION

Terrence J. McCabe, attorney for Plaintiff, being duly sworn according to law, deposes and says that he deposited in the United States Mail a letter notifying the Defendant that judgment would be entered against him/her within ten (10) days from the date of said letter in accordance with Rule 237.5 of the Pennsylvania Rules of Civil Procedure. A copy of said letter is attached hereto and marked as Exhibit "A".

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 6th DAY
OF Sept. , 2001.

Terrence J. McCabe
TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

Gloria D. Mitchell
NOTARY PUBLIC

NOTARIAL SEAL
GLORIA D. MITCHELL, Notary Public
City of Philadelphia, Phila. County
My Commission Expires June 2, 2003

VERIFICATION

The undersigned, TERRENCE J. McCABE, ESQUIRE, hereby certifies that he is the attorney for the Plaintiff in the within action and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. Section 4909 relating to unsworn falsification to authorities.


TERRENCE J. McCABE, ESQUIRE

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
CLEARFIELD COUNTY COURTHOUSE, CLEARFIELD, PA 16830

William A. Shaw
Prothonotary

July 24, 2001

To: William E. Lingenfelter
16 South Park Street
Borough of Sykesville, PA 15865

HOUSEHOLD REALTY CORPORATION	:	CLEARFIELD COUNTY
	:	COURT OF COMMON PLEAS
v.	:	
	:	
WILLIAM E. LINGENFELTER	:	NUMBER 01-365-CD

NOTICE, RULE 237.5

NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT

IMPORTANT NOTICE

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:

Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
Clearfield, Pa 16830
(814) 765-2641, Ext. 51

NOTIFICACION IMPORTANTE

Usted se encuentra en estado de rebeldia por no haber presentado una comparecencia escrita, ya sea personalmente o por abogado y por no haber radicado por escrito con este Tribunal sus defensas u objeciones a los reclamos formulados en contra suyo. Al no tomar la accion debida dentro de diez (10) dias de la fecha de esta notificacion, el Tribunal podra, sin necesidad de comparecer usted en corte u oir prueba alguna, dictar sentencia en su contra y usted podria perder bienes u otros derechos importantes. Debe llevar esta notificacion a un abogado inmediatamente. Si usted no tiene abogado, o si no tiene dinero suficiente para tal servicio, vaya en persona o llame por telefono a la oficina, nombrada para averiguar si puede conseguir asistencia legal.

Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
Clearfield, Pa 16830
(814) 765-2641, Ext. 51

If you have any questions concerning this notice, please call:

Terrence J. McCabe, Esquire
McCABE, WEISBERG AND CONWAY, P.C.
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
at this telephone number: (215) 790-1010

TJM/cf

XHIBIT "A"

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS

COPY

Clearfield County Courthouse, Clearfield, PA 16830

William A. Shaw
Prothonotary

To: William E. Lingenfelt
16 South Park Street
Sykesville, PA 15865

HOUSEHOLD REALTY CORPORATION	:	CLEARFIELD COUNTY
	:	COURT OF COMMON PLEAS
v.	:	
	:	
WILLIAM E. LINGENFELT	:	NUMBER 01-365-CD
	:	

NOTICE

Pursuant to Rule 236, you are hereby notified that a
JUDGMENT has been entered in the above proceeding as indicated
below.

William A. Shaw
Prothonotary

<u> X </u>	Judgment by Default
<u> </u>	Money Judgment
<u> </u>	Judgment in Replevin
<u> </u>	Judgment for Possession

If you have any questions concerning this Judgment, please call
Terrence J. McCabe, Esquire at (215) 790-1010.

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

COPY

Household Realty Corporation
Plaintiff(s)

No.: 2001-00365-CD

Real Debt: \$20,441.87

Atty's Comm:

Vs.

Costs: \$

Int. From:

William E. Lingenfelter
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 11, 2001

Expires: September 11, 2006

Certified from the record this 11th of September, 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

FILED

SEP 11 2001
M 191616 atty mCabe
William A. Shaw
Prothonotary

not. to Day.

Statement to atty mCabe

WAS

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10786

HOUSEHOLD REALTY CORPORATION

01-365-CD

VS.

LINGENFELTER, WILLIAM E.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW APRIL 11, 2001 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO WILLIAM E. LINGENFELTER, DEFENDANT. NEVER RECEIVED SURCHARGE FROM ATTORNEY.

Return Costs

Cost	Description
14.34	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: <i>Att</i>

Sworn to Before Me This

6th Day Of *March* ²⁰⁰³ ~~2001~~
William A. Shaw
WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
by Maurya Harris
Chester A. Hawkins
Sheriff

FILED

m 11:45 AM
MAR 06 2003

E
K
William A. Shaw
Prothonotary

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

Household Realty Corporation
961 Weigel Drive, P.O. Box 8634
Elmhurst, IL 60126-1058

Clearfield County
Court of Common Pleas

v.

William E. Lingenfelter
RR1 Box 155, a/k/a
P.O. Box 155, Main Street
Luthersburg, PA 15848

Number 01-365-00

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

AVISO

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a 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 tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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 HELP.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 51

Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 51

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

MAR 12 2001

Attest.

William E. Lingenfelter
Prothonotary

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

Household Realty Corporation	:	Clearfield County
961 Weigel Drive, P.O. Box 8634	:	Court of Common Pleas
Elmhurst, IL 60126-1058	:	
	:	
v.	:	
	:	
William E. Lingenfelter	:	
RR1 Box 155, a/k/a	:	
P.O. Box 155, Main Street	:	
Luthersburg, PA 15848	:	
	:	Number

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Household Realty Corporation, a corporation duly organized under the laws of Delaware and doing business at the above captioned address.

2. The Defendant is William E. Lingenfelter, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is RR1 Box 155, a/k/a P.O. Box 155, Main Street, Luthersburg, PA 15848.

3. On 1/28/97, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which

mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book 1821, Page 563.

4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RR 1 Box 155, Luthersburg, PA 15848.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 1/1/00 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:


Principal Balance	\$13,397.81
Interest 12/1/99 through 2/16/01 (Plus \$7.89 per diem thereafter)	\$ 3,408.17
Attorney's Fee	\$ 1,500.00
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	\$ <u>200.00</u>
GRAND TOTAL	\$18,855.98

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

8. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage

Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by certified mail on the date set forth in the true and correct copies of such notices attached hereto as Exhibit "B."

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$18,855.98, together with interest at the rate of \$7.89 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

710283-19-100003

MORTGAGE☒ IF BOX IS CHECKED, THIS MORTGAGE IS AN OPEN-END MORTGAGE AND SECURES FUTURE ADVANCESTHIS MORTGAGE is made this 28TH day of JANUARY 19 97, between the Mortgagor, WILLIAM E. LINGENFELTER(herein "Borrower"), and Mortgagee HOUSEHOLD REALTY CORPORATION
a corporation organized and existing under the laws of DELAWARE, whose address is
P O BOX 6833, ELMHURST, IL 60126
(herein "Lender").

The following paragraph preceded by a checked box is applicable.

☐ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on ;☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 14,000.00, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated JANUARY 28, 1997 and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the principal sum above and an initial advance of \$ 14,000.00;TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (4) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of CLEARFIELD Commonwealth of Pennsylvania:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE VILLAGE OF LUTHERSBURG, BRADY TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS: TO WIT:

ON THE SOUTH BY IMPROVED STATE HIGHWAY; ON THE WEST BY LANDS NOW OR FORMERLY OF B. SHUGARTS; ON THE NORTH BY AN ALLEY; AND ON THE EAST BY LANDS NOW OR FORMERLY OF PAUL HARMICK, CONSISTING OF THREE (3) TOWN LOTS EACH HAVING A FRONTAGE OF 80 FEET AND A DEPTH OF 160 FEET, MORE OR LESS, TO THE ALLEY.

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 2:20 PM 2-21-97
BY Household Realty
FEES 15.50

Karen L. Starck, Recorder

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

Karen L. Starck
Recorder of Deeds

EXHIBIT A

December 21, 2000

William E. Lingenfelt
P.O. Box 155 Main Street
Luthersburg, PA 15848

ACT 91 NOTICE 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 to save your
home.

This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY
WITHIN 30 DAYS OF THE RECEIPT 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 A 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.

HOMEOWNER'S NAME(S): William E. Lingenfelt
PROPERTY ADDRESS: RR 1 Bpx 155 Luthersburg, PA 15848
LOAN ACCOUNT NUMBER: 711723-19-500352

"EXHIBIT B"

ORIGINAL LENDER: Household Finance Consumer Discount Company F/K/A Household Finance Corporation
CURRENT LENDER/SERVICER: Household Finance Consumer Discount Company F/K/A Household Finance Corporation

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

APPLICATION FOR MORTGAGE ASSISTANCE--Your mortgage is in 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 the 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 TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at RR 1 Bpx 155 Luthersburg, PA 15848 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: approximately \$310.00 for the months of January 2000 through December 2000

Other charges: _____

TOTAL AMOUNT PAST DUE: \$3,420.00

HOW TO CURE THE DEFAULT--You may cure this default within THIRTY (30) DAYS of the receipt of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3,420.00, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

Joe Kraynak
Household Finance Consumer Discount Company F/K/A Household Finance Corporation
P.O. Box 8604
Elmhurst, IL 60126

IF YOU DO NOT CURE THE DEFAULT--If you do not cure the default within THIRTY (30) DAYS of the receipt of this Notice, **the lender 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 OF RECEIPT OF THIS NOTICE, the lender also intends to instruct its attorneys to start legal action 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 lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default**

within THIRTY (30) DAYS OF RECEIPT OF THIS NOTICE, you will not be required to pay attorney's fees.

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

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

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 five months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Household Finance Consumer Discount Company F/K/A Household Finance Corporation
Address: P.O. Box 8604, Elmhurst, IL 60126
Phone Number: 1-800-959-3482, Ext. 7232
Fax Number: 1-630-617-7744
Contact Person: Joe Kraynak

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

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

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU 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.

FOR CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY, PLEASE SEE THE ATTACHED LIST.

NOTE: Unless you notify this office within thirty (30) days after receiving this notice, that you dispute the validity of this debt or any portion thereof, this office will assume that the debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice, this office will: obtain verification of the debt or obtain a copy of judgment and mail you a copy of such judgment or verification. You are also advised that any information which you supply to this office may be used by us in the collection of the debt. If you request this office in writing within thirty (30) days after receiving this, this office will provide you with the name and address of the original creditor.

Although we have requested that you make payment or provide a valid reason for nonpayment, you still have the right to make a written request, within thirty days of your receipt of this notice, for more information about the debt. Your rights are described further, hereinafter.

THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NUMBER 7099 3400 0014 2626 2126
RETURN RECEIPT REQUESTED

Enclosure: Validation of Debt Notice

VERIFICATION

The undersigned, Renee Turner, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Household Realty Corporation, and that she is authorized to make this verification and that the foregoing facts are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.



RENEE TURNER