

01-1720-CD  
HOUSEHOLD FINANCE CONSUMER -vs- MELVIN C. SCALFE et al  
DISCOUNT COMPANY

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 Finance Consumer  
Discount Company  
P.O. Box 8604  
Elmhurst, IL 60126

Clearfield County  
Court of Common Pleas

v.

Melvin C. Scaife  
RD 1 Box 674  
Osceola Mills, PA 16666  
and  
Eileen Scaife  
RD 1 Box 674  
Osceola Mills, PA 16666

**FILED**

**OCT 15 2001**

William A. Shaw  
Prothonotary

Number 01-1720-CD

CIVIL ACTION/MORTGAGE FORECLOSURE

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice 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

**AVISO**

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. Ademass, 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.

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  
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Attorney for Plaintiff

Household Finance Consumer	:	Clearfield County
Discount Company	:	Court of Common Pleas
P.O. Box 8604	:	
Elmhurst, IL 60126	:	
	:	
v.	:	
	:	
Melvin C. Scaife	:	
RD 1 Box 674	:	
Osceola Mills, PA 16666	:	
and	:	
Eileen Scaife	:	
RD 1 Box 674	:	
Osceola Mills, PA 16666	:	Number
	:	

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Household Finance Consumer Discount Company, a corporation duly organized and doing business at the above captioned address.

2. The Defendant is Melvin C. Scaife, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is RD 1 Box 674, Osceola Mills, PA 16666.

3. The Defendant is Eileen Scaife, who is one of the mortgagors and real owners of the mortgaged property hereinafter

described, and her last-known address is RD 1 Box 674, Osceola Mills, PA 16666.

4. On 10/14/98, mortgagors 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 1976, Page 601.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RD 1 Box 674, Osceola Mills, PA 16666.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due June 2001 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.

7. The following amounts are due on the mortgage:

Principal Balance	\$77,557.93
Interest 5/2001 through 8/14/01 (Plus \$22.29 per diem thereafter)	\$ 1,547.81
Attorney's Fee	\$ 3,877.89
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$83,533.63

8. 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.

9. 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 regular and certified mail.

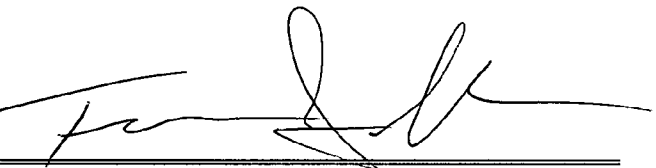
WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$83,533.63, together with interest at the rate of \$22.29 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

A handwritten signature in dark ink, appearing to read 'Terrence J. McCabe', is written over a horizontal line.

TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

**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. §4904 relating to unsworn falsification to authorities.

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TERRENCE J. MCCABE

718501-953124

# MORTGAGE

VOL 1976 PAGE 601

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

THIS MORTGAGE is made this day 14TH of OCTOBER 1998, between the Mortgagor, MELVIN C. SCAIFE AND EILEEN L. SCAIFE, HUSBAND AND WIFE

(herein "Borrower") and Mortgagee HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 2141 S ATHERTON, STATE COLLEGE, PA 16801 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

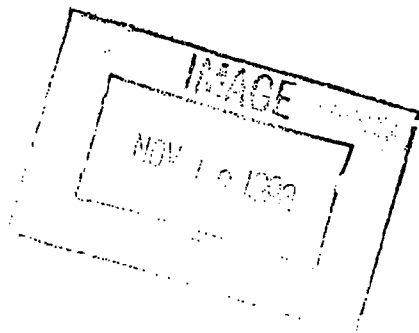
☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 78,288.47, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated OCTOBER 14, 1998 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal 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 OCTOBER 14, 2028;

☐ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ \_\_\_\_\_, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated \_\_\_\_\_ 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 \$ \_\_\_\_\_;

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 PROPERTY SITUATED IN THE BOROUGH OF DECATUR IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED 04/22/1975 AND RECORDED 04/23/1975, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 699 PAGE 254.

TAX PARCEL ID: 112-M12-102-0-20746



CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 12:31p 10-16-98  
BY Karen L. Starck  
FEES 19.50

Karen L. Starck, Recorder

10-01-98 MTG

ORIGINAL



PA001251

EXHIBIT "A"

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest at Variable Rates.** This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in the Note. Borrowers shall promptly pay when due all amounts required by the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Except for loans made pursuant to the Pennsylvania Consumer Discount Company Act, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal.

4. **Prior Mortgages and Deed of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.





5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may take or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.



12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.



18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

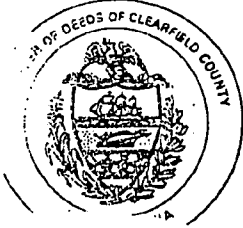
22. **Interest Rate After Judgment.** Borrower agrees the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.



**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

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



*Karen L. Starck*

**Karen L. Starck**

Recorder of Deeds

*Melvin C. Scaife*

-Borrower

**MELVIN C. SCAIFE**

*Eileen L. Scaife*

-Borrower

**EILEEN L. SCAIFE**

I hereby certify that the precise address of the Lender (Mortgagee) is: \_\_\_\_\_

2141 S ATHERTON ST., STATE COLLEGE PA 16801

On behalf of the Lender. By: J. J. WYLAND

Title: ACCT. EXECUTIVE

COMMONWEALTH OF PENNSYLVANIA,

MIFFLIN

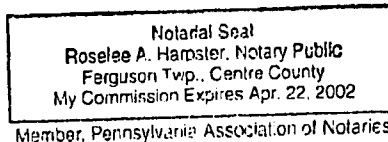
County ss:

I, ROSELEE A. HARPSTER, a Notary Public in and for said county and state, do hereby certify that

MELVIN C. SCAIFE AND EILEEN L. SCAIFE, HUSBAND AND WIFE  
personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledge that T he Y signed and delivered the said instrument as  
THEIR 1 free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14TH day of OCTOBER, 1998.

My Commission expires:



*Roselee A. Harpster*  
Notary Public

This instrument was prepared by:

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY  
(Name)

2141 S ATHERTON STREET  
STATE COLLEGE PA 16801

(Address)

(Space Below This Line Reserved For Lender and Recorder)

Return To:  
Records Processing Services  
577 Lamont Road  
Elmhurst, IL 60126

10-01-98 MTG

ORIGINAL



PA001256

Entered of Record 10-16 19 98 12:31 p Karen L. Starck, Recorder

1/24/02 Document  
Reinstated/Released to Sheriff/Attorney  
for service.  
Deputy Prothonotary

6 Mar 02 Document  
Reinstated/Released to Sheriff/Attorney  
for service.  
Deputy Prothonotary

FILED

OCT 15 2001  
m/312/atty/mcCabe  
J. A. Shaw  
Prothonotary  
per \$80.00

Dec. Sheriff

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 FINANCE CONSUMER  
DISCOUNT COMPANY

v.

MELVIN C. SCAIFE  
and  
EILEEN SCAIFE

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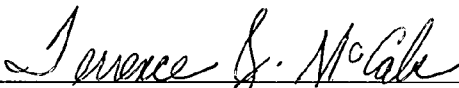
CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

NUMBER 01-1720-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**

**DEC 13 2001**

**William A. Shaw  
Prothonotary**

FILED

DEC 13 2001

713331 Atty McCabe pd  
William A. Shaw  
Prothonotary  
\$7.00

12.13.01 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
William A. Shaw  
Deputy Prothonotary

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

Sheriff Docket # 11647

HOUSEHOLD FINANCE CONSUMER

01-1720-CD

VS.

SCAIFE, MELVIN C. & EILEEN

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW DECEMBER 7, 2001 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO MELVIN C. SCAIFE AND EILEEN SCAIFE, DEFENDANTS. NEVER RECEIVED CORRECT ADVANCE & SURCHARGE FROM ATTORNEY.

**Return Costs**

Cost Description

19.34 SHFF. HAWKINS PAID BY: *cuty*

20.00 SURCHARGE PAID BY: *cuty*

**FILED**

DEC 14 2001

*01:14 pm*

William A. Shaw  
Prothonotary

*ED*  
*KSA*

Sworn to Before Me This

*14th* Day Of *December* 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 Marlyn Hawk*

Chester A. Hawkins  
Sheriff



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 Finance Consumer  
Discount Company  
P.O. Box 8604  
Elmhurst, IL 60126

Clearfield County  
Court of Common Pleas

v.

Melvin C. Scaife  
RD 1 Box 674  
Osceola Mills, PA 16666  
and  
Eileen Scaife  
RD 1 Box 674  
Osceola Mills, PA 16666

Number 01-1720-00

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 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. Ademias, 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.

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 EN LA PAGINA DE ABAJO PARA AVERIGUAR DONDE PUEDE IR PARA CONSEGUIR ASISTENCIA LEGAL.

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

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

OCT 15 2001

Attest

*William H. [Signature]*  
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 Finance Consumer	:	Clearfield County
Discount Company	:	Court of Common Pleas
P.O. Box 8604	:	
Elmhurst, IL 60126	:	
	:	
v.	:	
	:	
Melvin C. Scaife	:	
RD 1 Box 674	:	
Osceola Mills, PA 16666	:	
and	:	
Eileen Scaife	:	
RD 1 Box 674	:	
Osceola Mills, PA 16666	:	Number
	:	

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Household Finance Consumer Discount Company, a corporation duly organized and doing business at the above captioned address.

2. The Defendant is Melvin C. Scaife, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is RD 1 Box 674, Osceola Mills, PA 16666.

3. The Defendant is Eileen Scaife, who is one of the mortgagors and real owners of the mortgaged property hereinafter

described, and her last-known address is RD 1 Box 674, Osceola Mills, PA 16666.

4. On 10/14/98, mortgagors 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 1976, Page 601.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RD 1 Box 674, Osceola Mills, PA 16666.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due June 2001 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.

7. The following amounts are due on the mortgage:

Principal Balance	\$77,557.93
Interest 5/2001 through 8/14/01 (Plus \$22.29 per diem thereafter)	\$ 1,547.81
Attorney's Fee	\$ 3,877.89
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$83,533.63

8. 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.

9. 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 regular and certified mail.

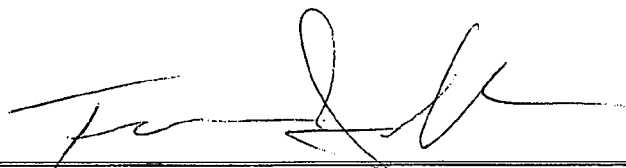
WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$83,533.63, together with interest at the rate of \$22.29 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

A handwritten signature in black ink, appearing to read 'Terrence J. McCabe', is written over a horizontal line.

TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

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. §4904 relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read 'Terrence J. McCabe', is written over a horizontal line.

TERRENCE J. MCCABE

718501-953124

**MORTGAGE**

VOL 1976 PAGE 601

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

THIS MORTGAGE is made this day 14TH of OCTOBER 1998, between the Mortgagor, MELVIN C. SCAIFE AND EILEEN L. SCAIFE, HUSBAND AND WIFE

(herein "Borrower") and Mortgagee HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 2141 S ATHERTON, STATE COLLEGE, PA 16801 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 78,288.47, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated OCTOBER 14, 1998 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 OCTOBER 14, 2028;

☐ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ \_\_\_\_\_, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated \_\_\_\_\_ 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 \$ \_\_\_\_\_;

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 PROPERTY SITUATED IN THE BOROUGH OF DECATUR IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED 04/22/1975 AND RECORDED 04/23/1975, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 699 PAGE 254.

TAX PARCEL ID: 112-M12-102-0-20746

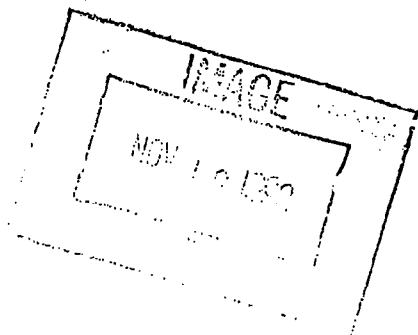
**CLEARFIELD COUNTY  
ENTERED OF RECORD**

TIME 12:31p 10-16-98

BY Karen L. Starck

FEES 19.50

Karen L. Starck, Recorder



10-01-98 MTG

ORIGINAL



PA001251

**EXHIBIT "A"**

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest at Variable Rates.** This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in the Note. Borrowers shall promptly pay when due all amounts required by the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Except for loans made pursuant to the Pennsylvania Consumer Discount Company Act, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal.

4. **Prior Mortgages and Deed of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.



5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may take or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.





12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.



18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

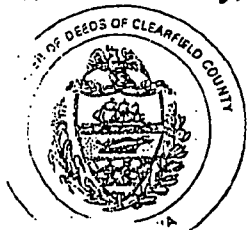
22. **Interest Rate After Judgment.** Borrower agrees the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.



**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

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



*Karen L. Starck*

**Karen L. Starck**  
Recorder of Deeds

*Melvin C. Scaife*

-Borrower

MELVIN C. SCAIFE

*Eileen L. Scaife*

-Borrower

EILEEN L. SCAIFE

I hereby certify that the precise address of the Lender (Mortgagee) is: \_\_\_\_\_

2141 S ATHERTON ST, STATE COLLEGE PA 16801

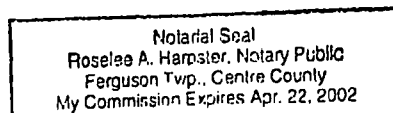
On behalf of the Lender. By: J.J. WYLAND Title: ACCT. EXECUTIVE

COMMONWEALTH OF PENNSYLVANIA, MIFFLIN County ss:

I, ROSELEE A. HARPSTER, a Notary Public in and for said county and state, do hereby certify that  
MELVIN C. SCAIFE AND EILEEN L. SCAIFE, HUSBAND AND WIFE  
personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledge that T he y signed and delivered the said instrument as  
THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14TH day of OCTOBER, 1998.

My Commission expires:



Member, Pennsylvania Association of Notaries

*Roselee A. Harpster*  
Notary Public

This instrument was prepared by:

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY  
(Name)

2141 S ATHERTON STREET  
STATE COLLEGE PA 16801

(Address)

(Space Below This Line Reserved For Lender and Recorder)

Return To:  
Records Processing Services  
577 Lamont Road  
Elmhurst, IL 60126



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 Finance Consumer  
Discount Company  
P.O. Box 8604  
Elmhurst, IL 60126

Clearfield County  
Court of Common Pleas

v.

Melvin C. Scaife  
RD 1 Box 674  
Osceola Mills, PA 16666  
and  
Eileen Scaife  
RD 1 Box 674  
Osceola Mills, PA 16666

Number 01-1720-CW

CIVIL ACTION/MORTGAGE FORECLOSURE

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice 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

**AVISO**

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.

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.

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

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

OCT 15 2001

Attest.

*William L. Thomas*  
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

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Attorney for Plaintiff

Household Finance Consumer	:	Clearfield County
Discount Company	:	Court of Common Pleas
P.O. Box 8604	:	
Elmhurst, IL 60126	:	
	:	
v.	:	
	:	
Melvin C. Scaife	:	
RD 1 Box 674	:	
Osceola Mills, PA 16666	:	
and	:	
Eileen Scaife	:	
RD 1 Box 674	:	
Osceola Mills, PA 16666	:	Number
	:	

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Household Finance Consumer Discount Company, a corporation duly organized and doing business at the above captioned address.
2. The Defendant is Melvin C. Scaife, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is RD 1 Box 674, Osceola Mills, PA 16666.
3. The Defendant is Eileen Scaife, who is one of the mortgagors and real owners of the mortgaged property hereinafter

described, and her last-known address is RD 1 Box 674, Osceola Mills, PA 16666.

4. On 10/14/98, mortgagors 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 1976, Page 601.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RD 1 Box 674, Osceola Mills, PA 16666.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due June 2001 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.

7. The following amounts are due on the mortgage:

Principal Balance	\$77,557.93
Interest 5/2001 through 8/14/01 (Plus \$22.29 per diem thereafter)	\$ 1,547.81
Attorney's Fee	\$ 3,877.89
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$83,533.63

8. 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.

9. 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 regular and certified mail.

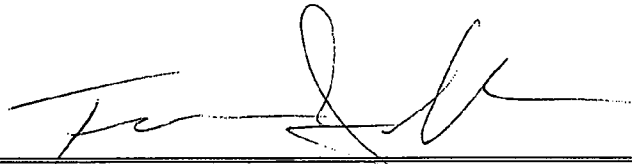
WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$83,533.63, together with interest at the rate of \$22.29 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

A handwritten signature in black ink, appearing to read 'Terrence J. McCabe', is written over a horizontal line.

TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

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. §4904 relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read 'Terrence J. McCabe', is written over a horizontal line.

TERRENCE J. MCCABE



718501-953124

**MORTGAGE**

VOL 1976 PAGE 601

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

THIS MORTGAGE is made this day 14TH of OCTOBER 1998, between the Mortgagor, MELVIN C. SCAIFE AND EILEEN L. SCAIFE, HUSBAND AND WIFE

(herein "Borrower") and Mortgagee HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 2141 S ATHERTON, STATE COLLEGE, PA 16801 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 78,288.47, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated OCTOBER 14, 1998 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 OCTOBER 14, 2028 ;

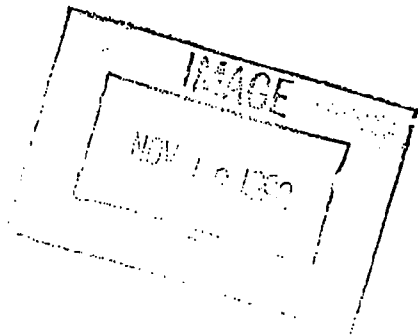
☐ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ \_\_\_\_\_, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated \_\_\_\_\_ and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and 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 \$ \_\_\_\_\_ ;

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 PROPERTY SITUATED IN THE BOROUGH OF DECATUR IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED 04/22/1975 AND RECORDED 04/23/1975, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 699 PAGE 254.

TAX PARCEL ID: 112-M12-102-0-20746

**CLEARFIELD COUNTY**  
**ENTERED OF RECORD**  
 TIME 12:31p 10-16-98  
 BY Karen L. Starck  
 FEES 17.50  
 Karen L. Starck, Recorder



10-01-98 MTG

ORIGINAL



PA001251

**EXHIBIT "A"**

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest at Variable Rates.** This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in the Note. Borrowers shall promptly pay when due all amounts required by the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Except for loans made pursuant to the Pennsylvania Consumer Discount Company Act, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal.

4. **Prior Mortgages and Deed of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.



5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may take or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.



12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.



18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

22. **Interest Rate After Judgment.** Borrower agrees the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.



**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

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



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

*Melvin C. Scaife*  
-Borrower

MELVIN C. SCAIFE

*Eileen L. Scaife*  
-Borrower

EILEEN L. SCAIFE

I hereby certify that the precise address of the Lender (Mortgagee) is: \_\_\_\_\_

2141 S ATHERTON ST, STATE COLLEGE PA 16801

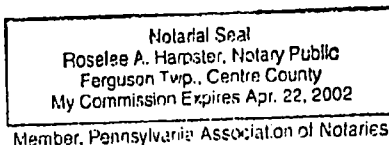
On behalf of the Lender. By: J. J. WYLAND Title: ACCT. EXECUTIVE

COMMONWEALTH OF PENNSYLVANIA, MIFFLIN County ss:

I, ROSELEE A. HARPSTER, a Notary Public in and for said county and state, do hereby certify that  
MELVIN C. SCAIFE AND EILEEN L. SCAIFE, HUSBAND AND WIFE  
personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledge that T he Y signed and delivered the said instrument as  
THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14TH day of OCTOBER, 1998.

My Commission expires:



*Roselee A. Harpster*  
Notary Public

This instrument was prepared by:

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY  
(Name)

2141 S ATHERTON STREET  
STATE COLLEGE PA 16801

(Address)

(Space Below This Line Reserved For Lender and Recorder)

Return To:  
Records Processing Services  
577 Lamont Road  
Elmhurst, IL 60126



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

Sheriff Docket # 11647

HOUSEHOLD FINANCE CONSUMER

01-1720-CD

VS.

SCAIFE, MELVIN C. & EILEEN

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW JANUARY 7, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN  
THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO  
MELVIN C. SCAIFE AND EILEEN SCAIFE, DEFENDANTS. NEW ADDRESS: HC 75,  
BOX 195, BURNT CABINS, PA. 17215, FULTON COUNTY, PA.

**Return Costs**

Cost	Description
36.00	SHFF. HAWKINS PAID BY: ATTY
20.00	SURCHARGE PAID BY: ATTY

Sworn to Before Me This

16 Day Of Jan 2002  
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 Melvin C. Scaife  
Chester A. Hawkins  
Sheriff

**FILED**

10/2:15  
JAN 16 2002

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 FINANCE CONSUMER  
DISCOUNT COMPANY

:  
:  
:  
:  
:  
:  
:  
:

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

v.


MELVIN C. SCAIFE  
and  
EILEEN SCAIFE

NUMBER 01-1720-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.

DEC 13 2001

Attest.  
  
Prothonotary/  
Clerk of Courts



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 Finance Consumer  
Discount Company  
P.O. Box 8604  
Elmhurst, IL 60126

Clearfield County  
Court of Common Pleas

v.

Melvin C. Scaife  
RD 1 Box 674  
Osceola Mills, PA 16666  
and  
Eileen Scaife  
RD 1 Box 674  
Osceola Mills, PA 16666

Number 01-1730-60

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice 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.

AVISO

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) días de plazo al partir de la fecha de la demanda y la notificación. 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 notificación. Además, 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.

12-13-01 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 Finance Consumer	:	Clearfield County
Discount Company	:	Court of Common Pleas
P.O. Box 8604	:	
Elmhurst, IL 60126	:	
	:	
v.	:	
	:	
Melvin C. Scaife	:	
RD 1 Box 674	:	
Osceola Mills, PA 16666	:	
and	:	
Eileen Scaife	:	
RD 1 Box 674	:	
Osceola Mills, PA 16666	:	Number
	:	

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Household Finance Consumer Discount Company, a corporation duly organized and doing business at the above captioned address.

2. The Defendant is Melvin C. Scaife, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is RD 1 Box 674, Osceola Mills, PA 16666.

3. The Defendant is Eileen Scaife, who is one of the mortgagors and real owners of the mortgaged property hereinafter

described, and her last-known address is RD 1 Box 674, Osceola Mills, PA 16666.

4. On 10/14/98, mortgagors 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 1976, Page 601.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RD 1 Box 674, Osceola Mills, PA 16666.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due June 2001 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.

7. The following amounts are due on the mortgage:

Principal Balance	\$77,557.93
Interest 5/2001 through 8/14/01 (Plus \$22.29 per diem thereafter)	\$ 1,547.81
Attorney's Fee	\$ 3,877.89
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$83,533.63

8. 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.

9. 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 regular and certified mail.

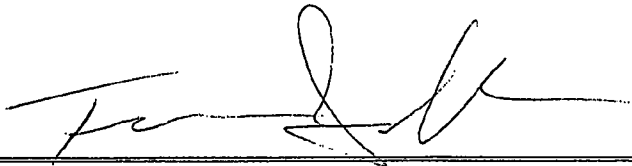
WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$83,533.63, together with interest at the rate of \$22.29 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

A handwritten signature in black ink, appearing to read 'Terrence J. McCabe', is written over a horizontal line.

TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

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. §4904 relating to unsworn falsification to authorities.

---

TERRENCE J. MCCABE

718501-953124

**MORTGAGE**

VOL 1976 PAGE 601

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

THIS MORTGAGE is made this day 14TH of OCTOBER 1998, between the Mortgagor, MELVIN C. SCAIFE AND EILEEN L. SCAIFE, HUSBAND AND WIFE

(herein "Borrower") and Mortgagee HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 2141 S ATHERTON, STATE COLLEGE, PA 16801  
(herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 78,288.47, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated OCTOBER 14, 1998 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 OCTOBER 14, 2028 ;

☐ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ \_\_\_\_\_, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated \_\_\_\_\_ 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 \$ \_\_\_\_\_ ;

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 PROPERTY SITUATED IN THE BOROUGH OF DECATUR IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED 04/22/1975 AND RECORDED 04/23/1975, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 699 PAGE 254.

TAX PARCEL ID: 112-M12-102-0-20746

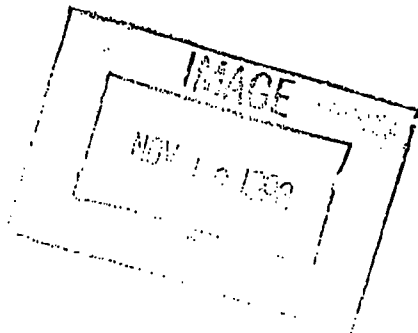
**CLEARFIELD COUNTY**  
**ENTERED OF RECORD**

TIME 12:31P 10-16-98

BY Karen L. Starck

FEES 19.50

Karen L. Starck, Recorder



10-01-98 MTG

ORIGINAL



PA001251

**EXHIBIT "A"**

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest at Variable Rates.** This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in the Note. Borrowers shall promptly pay when due all amounts required by the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Except for loans made pursuant to the Pennsylvania Consumer Discount Company Act, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal.

4. **Prior Mortgages and Deed of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.



5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may take or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.





12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.



18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

22. **Interest Rate After Judgment.** Borrower agrees the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.



**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

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



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

*Melvin C. Scaife*  
-Borrower

MELVIN C. SCAIFE

*Eileen L. Scaife*  
-Borrower

EILEEN L. SCAIFE

I hereby certify that the precise address of the Lender (Mortgagee) is: \_\_\_\_\_

2141 S ATHERTON ST, STATE COLLEGE PA 16801

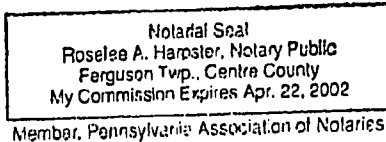
On behalf of the Lender. By: J.J. WYLAND Title: ACCT. EXECUTIVE

COMMONWEALTH OF PENNSYLVANIA, MIFFLIN County ss:

I, ROSELEE A. HARPSTER, a Notary Public in and for said county and state, do hereby certify that  
MELVIN C. SCAIFE AND EILEEN L. SCAIFE, HUSBAND AND WIFE  
personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledge that T he y signed and delivered the said instrument as  
THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14TH day of OCTOBER, 1998.

My Commission expires:



*Roselee A. Harpster*  
Notary Public

This instrument was prepared by:

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY  
(Name)

2141 S ATHERTON STREET  
STATE COLLEGE PA 16801

(Address)

(Space Below This Line Reserved For Lender and Recorder)

Return To:  
Records Processing Services  
577 Lamont Road  
Elmhurst, IL 60126



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 FINANCE CONSUMER  
DISCOUNT COMPANY

v.

MELVIN C. SCAIFE  
and  
EILEEN SCAIFE

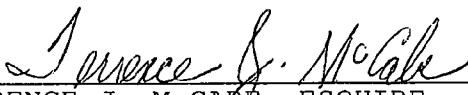
CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

NUMBER 01-1720-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.

DEC 13 2001

Attest.

  
Prothonotary/  
Clerk of Courts

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

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v.

Melvin C. Scaife  
RD 1 Box 674  
Osceola Mills, PA 16666  
and  
Eileen Scaife  
RD 1 Box 674  
Osceola Mills, PA 16666

Number 01-1720-00

CIVIL ACTION/MORTGAGE FORECLOSURE

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice 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.

**AVISO**

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. Ademias, 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.

12-13-01 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
*Willie L. Lister*  
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 Finance Consumer	:	Clearfield County
Discount Company	:	Court of Common Pleas
P.O. Box 8604	:	
Elmhurst, IL 60126	:	
	:	
v.	:	
	:	
Melvin C. Scaife	:	
RD 1 Box 674	:	
Osceola Mills, PA 16666	:	
and	:	
Eileen Scaife	:	
RD 1 Box 674	:	
Osceola Mills, PA 16666	:	Number
	:	

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Household Finance Consumer Discount Company, a corporation duly organized and doing business at the above captioned address.

2. The Defendant is Melvin C. Scaife, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is RD 1 Box 674, Osceola Mills, PA 16666.

3. The Defendant is Eileen Scaife, who is one of the mortgagors and real owners of the mortgaged property hereinafter

described, and her last-known address is RD 1 Box 674, Osceola Mills, PA 16666.

4. On 10/14/98, mortgagors 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 1976, Page 601.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RD 1 Box 674, Osceola Mills, PA 16666.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due June 2001 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.

7. The following amounts are due on the mortgage:

Principal Balance	\$77,557.93
Interest 5/2001 through 8/14/01 (Plus \$22.29 per diem thereafter)	\$ 1,547.81
Attorney's Fee	\$ 3,877.89
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$83,533.63

8. 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.

9. 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 regular and certified mail.

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$83,533.63, together with interest at the rate of \$22.29 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

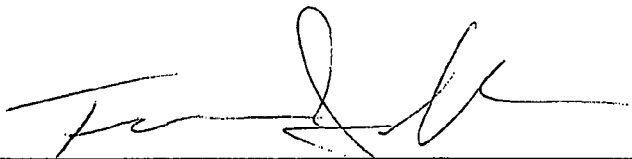
A handwritten signature in black ink, appearing to read 'Terrence J. McCabe', is written over a horizontal line.

TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff



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. §4904 relating to unsworn falsification to authorities.



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TERRENCE J. MCCABE

718501-953124

# MORTGAGE

VOL 1976 PAGE 601

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

THIS MORTGAGE is made this day 14TH of OCTOBER 1998, between the Mortgagor, MELVIN C. SCAIFE AND EILEEN L. SCAIFE, HUSBAND AND WIFE

(herein "Borrower") and Mortgagee HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 2141 S ATHERTON, STATE COLLEGE, PA 16801 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 78,288.47, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated OCTOBER 14, 1998 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 OCTOBER 14, 2028 ;

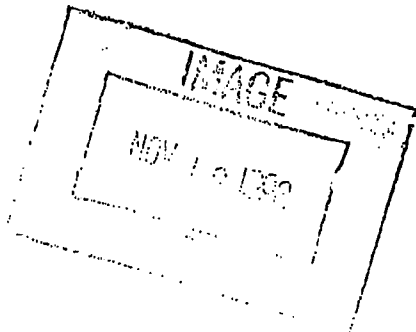
☐ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ \_\_\_\_\_, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated \_\_\_\_\_ and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and 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 \$ \_\_\_\_\_ ;

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 PROPERTY SITUATED IN THE BOROUGH OF DECATUR IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED 04/22/1975 AND RECORDED 04/23/1975, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 699 PAGE 254.

TAX PARCEL ID: 112-M12-102-0-20746

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 12:31p 10-16-98  
BY Karen L. Starck  
FEES 19.50  
Karen L. Starck, Recorder



10-01-98 MTG

ORIGINAL



PA001251

EXHIBIT "A"

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest at Variable Rates.** This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in the Note. Borrowers shall promptly pay when due all amounts required by the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Except for loans made pursuant to the Pennsylvania Consumer Discount Company Act, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal.

4. **Prior Mortgages and Deed of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.



5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may take or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.



12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.



18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

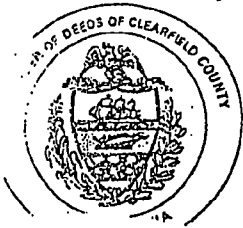
22. **Interest Rate After Judgment.** Borrower agrees the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.



**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

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



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

*Melvin C. Scaife*  
-Borrower

MELVIN C. SCAIFE

*Eileen L. Scaife*  
-Borrower

EILEEN L. SCAIFE

I hereby certify that the precise address of the Lender (Mortgagee) is: \_\_\_\_\_

2141 S ATHERTON ST, STATE COLLEGE PA 16801

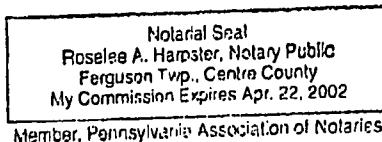
On behalf of the Lender. By: J.J. WYLAND Title: ACCT. EXECUTIVE

COMMONWEALTH OF PENNSYLVANIA, MIFFLIN County ss:

I, ROSELEE A. HARPSTER, a Notary Public in and for said county and state, do hereby certify that  
MELVIN C. SCAIFE AND EILEEN L. SCAIFE, HUSBAND AND WIFE  
personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledge that T he Y signed and delivered the said instrument as  
THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14TH day of OCTOBER, 1998.

My Commission expires:



*Roselee A. Harpster*  
Notary Public

This instrument was prepared by:

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY  
(Name)

2141 S ATHERTON STREET  
STATE COLLEGE PA 16801

(Address)

(Space Below This Line Reserved For Lender and Recorder)

Return To:  
Records Processing Services  
577 Lamont Road  
Elmhurst, IL 60126



McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE  
Identification Number 16496  
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123 South Broad Street, Suite 2080  
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Attorney for Plaintiff

COPY

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Deputy Prothonotary



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	:	

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Household Finance Consumer Discount Company, a corporation duly organized and doing business at the above captioned address.

2. The Defendant is Melvin C. Scaife, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is RD 1 Box 674, Osceola Mills, PA 16666.

3. The Defendant is Eileen Scaife, who is one of the mortgagors and real owners of the mortgaged property hereinafter

described, and her last-known address is RD 1 Box 674, Osceola Mills, PA 16666.

4. On 10/14/98, mortgagors 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 1976, Page 601.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RD 1 Box 674, Osceola Mills, PA 16666.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due June 2001 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.

7. The following amounts are due on the mortgage:

Principal Balance	\$77,557.93
Interest 5/2001 through 8/14/01	\$ 1,547.81
(Plus \$22.29 per diem thereafter)	
Attorney's Fee	\$ 3,877.89
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$83,533.63

8. 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.

9. 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 regular and certified mail.

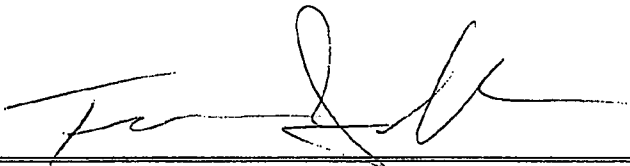
WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$83,533.63, together with interest at the rate of \$22.29 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

A handwritten signature in black ink, appearing to read 'Terrence J. McCabe', is written over a horizontal line.

TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

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. §4904 relating to unsworn falsification to authorities.



---

TERRENCE J. MCCABE

718501-953124

**MORTGAGE**

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

THIS MORTGAGE is made this day 14TH of OCTOBER 1998, between the Mortgagor, MELVIN C. SCAIFE AND EILEEN L. SCAIFE, HUSBAND AND WIFE

(herein "Borrower") and Mortgagee HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 2141 S ATHERTON, STATE COLLEGE, PA 16801 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 78,288.47, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated OCTOBER 14, 1998 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 OCTOBER 14, 2028;

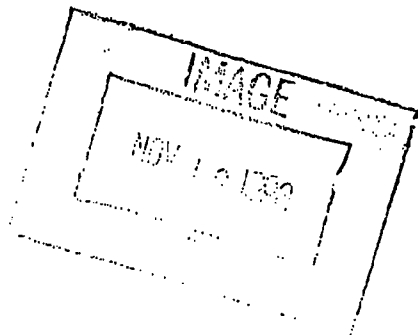
☐ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ \_\_\_\_\_, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated \_\_\_\_\_ and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and 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 \$ \_\_\_\_\_;

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 PROPERTY SITUATED IN THE BOROUGH OF DECATUR IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED 04/22/1975 AND RECORDED 04/23/1975, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 699 PAGE 254.

TAX PARCEL ID: 112-M12-102-0-20746

**CLEARFIELD COUNTY**  
ENTERED OF RECORD  
TIME 12:31p 10-16-98  
BY K. Starck  
FEES 19.50  
Karen L. Starck, Recorder



**EXHIBIT "A"**

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest at Variable Rates.** This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in the Note. Borrowers shall promptly pay when due all amounts required by the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Except for loans made pursuant to the Pennsylvania Consumer Discount Company Act, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal.

4. **Prior Mortgages and Deed of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.



5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may take or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.



12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.



ORIGINAL



18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

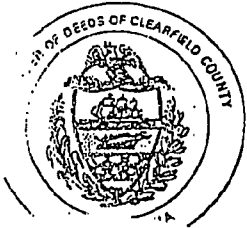
22. Interest Rate After Judgment. Borrower agrees the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.



**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

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



*Karen L. Starck*  
**Karen L. Starck**  
Recorder of Deeds

*Melvin C. Scaife*

-Borrower

MELVIN C. SCAIFE

*Eileen L. Scaife*

-Borrower

EILEEN L. SCAIFE

I hereby certify that the precise address of the Lender (Mortgagee) is: \_\_\_\_\_

2141 S ATHERTON ST, STATE COLLEGE PA 16801

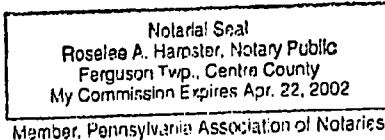
On behalf of the Lender. By: J. J. WYLAND Title: ACCT. EXECUTIVE

COMMONWEALTH OF PENNSYLVANIA, MIFFLIN County ss:

I, ROSELEE A. HARPSTER, a Notary Public in and for said county and state, do hereby certify that  
MELVIN C. SCAIFE AND EILEEN L. SCAIFE, HUSBAND AND WIFE  
personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledge that T he y signed and delivered the said instrument as  
THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14TH day of OCTOBER, 1998.

My Commission expires:



*Roselee A. Harpster*  
Notary Public

This instrument was prepared by:

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY  
(Name)

2141 S ATHERTON STREET  
STATE COLLEGE PA 16801

(Address)

(Space Below This Line Reserved For Lender and Recorder)

Return To:  
Records Processing Services  
577 Lamont Road  
Elmhurst, IL 60126



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 FINANCE CONSUMER  
DISCOUNT COMPANY

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:

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

v.

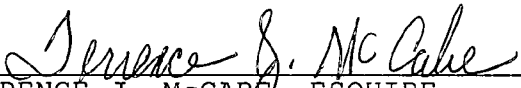
MELVIN C. SCAIFE  
and  
EILEEN SCAIFE

NUMBER 01-1720-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**

JAN 24 2002

William A. Shaw  
Prothonotary

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERENCE 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 Finance Consumer : Clearfield County  
Discount Company : Court of Common Pleas  
P.O. Box 8604 :  
Elmhurst, IL 60126 :

v. :

Melvin C. Scaife :  
RD 1 Box 674 :  
Osceola Mills, PA 16666 :  
and :  
Eileen Scaife :  
RD 1 Box 674 :  
Osceola Mills, PA 16666 :

Number 01-1780-00

CIVIL ACTION/MORTGAGE FORECLOSURE

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice 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

**AVISO**

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. Ademias, 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.

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

OCT 15 2001  
11:31 PM  
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 Finance Consumer	:	Clearfield County
Discount Company	:	Court of Common Pleas
P.O. Box 8604	:	
Elmhurst, IL 60126	:	
	:	
v.	:	
	:	
Melvin C. Scaife	:	
RD 1 Box 674	:	
Osceola Mills, PA 16666	:	
and	:	
Eileen Scaife	:	
RD 1 Box 674	:	
Osceola Mills, PA 16666	:	Number
	:	

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Household Finance Consumer Discount Company, a corporation duly organized and doing business at the above captioned address.

2. The Defendant is Melvin C. Scaife, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is RD 1 Box 674, Osceola Mills, PA 16666.

3. The Defendant is Eileen Scaife, who is one of the mortgagors and real owners of the mortgaged property hereinafter

described, and her last-known address is RD 1 Box 674, Osceola Mills, PA 16666.

4. On 10/14/98, mortgagors 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 1976, Page 601.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RD 1 Box 674, Osceola Mills, PA 16666.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due June 2001 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.

7. The following amounts are due on the mortgage:

Principal Balance	\$77,557.93
Interest 5/2001 through 8/14/01	\$ 1,547.81
(Plus \$22.29 per diem thereafter)	
Attorney's Fee	\$ 3,877.89
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$83,533.63

8. 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.

9. 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 regular and certified mail.

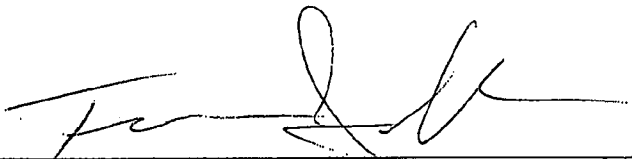
WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$83,533.63, together with interest at the rate of \$22.29 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

A handwritten signature in black ink, appearing to read 'Terrence J. McCabe', is written over a horizontal line.

TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

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. §4904 relating to unsworn falsification to authorities.

---

TERRENCE J. MCCABE



718501-953124

# MORTGAGE

VOL 1976 PAGE 601

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

THIS MORTGAGE is made this day 14TH of OCTOBER 1998, between the Mortgagor, MELVIN C. SCAIFE AND EILEEN L. SCAIFE, HUSBAND AND WIFE

(herein "Borrower") and Mortgagee HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 2141 S ATHERTON, STATE COLLEGE, PA 16801 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 78,288.47, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated OCTOBER 14, 1998 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 OCTOBER 14, 2028 ;

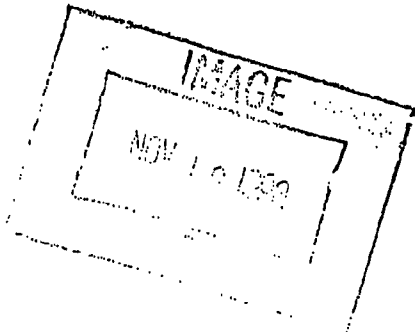
☐ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ \_\_\_\_\_, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated \_\_\_\_\_ and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and 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 \$ \_\_\_\_\_ ;

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 PROPERTY SITUATED IN THE BOROUGH OF DECATUR IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED 04/22/1976 AND RECORDED 04/23/1976, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 699 PAGE 254.

TAX PARCEL ID: 112-M12-102-O-20746

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 12:31P 10-16-98  
BY Karen L. Starck  
FEES 17.50  
Karen L. Starck, Recorder



10-01-98 MTG

ORIGINAL



PA001251

EXHIBIT "A"

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest at Variable Rates.** This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in the Note. Borrowers shall promptly pay when due all amounts required by the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Except for loans made pursuant to the Pennsylvania Consumer Discount Company Act, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal.

4. **Prior Mortgages and Deed of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.



5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may take or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.



12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property.** If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.



18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

22. **Interest Rate After Judgment.** Borrower agrees the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.



**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

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



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

*Melvin C. Scaife*

-Borrower

MELVIN C. SCAIFE

*Eileen L. Scaife*

-Borrower

EILEEN L. SCAIFE

I hereby certify that the precise address of the Lender (Mortgagee) is:

2141 S ATHERTON ST., STATE COLLEGE PA 16801

On behalf of the Lender. By: J.J. WYLAND

Title: ACCT. EXECUTIVE

COMMONWEALTH OF PENNSYLVANIA,

MIFFLIN

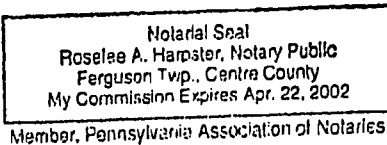
County ss:

I, ROSELEE A. HARPSTER, a Notary Public in and for said county and state, do hereby certify that

MELVIN C. SCAIFE AND EILEEN L. SCAIFE, HUSBAND AND WIFE  
personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledge that T he y signed and delivered the said instrument as  
THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14TH day of OCTOBER, 1998.

My Commission expires:



*Roselee A. Harpster*  
Notary Public

This instrument was prepared by:

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY  
(Name)

2141 S ATHERTON STREET  
STATE COLLEGE PA 16801

(Address)

(Space Below This Line Reserved For Lender and Recorder)

Return To:  
Records Processing Services  
577 Lamont Road  
Elmhurst, IL 60126



FILED

ml:clb  
JAN 24 2002

Atty pd.  
700  
3 Re-instated  
& 3 cc Praecipe  
to Sheriff

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 FINANCE CONSUMER  
DISCOUNT COMPANY

v.

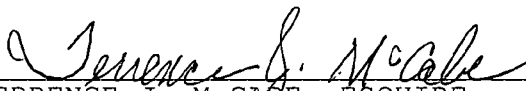
MELVIN C. SCAIFE  
and  
EILEEN SCAIFE

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
:  
:  
:  
:  
:  
: NUMBER 01-1720-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**

MAR 06 2002

William A. Shaw  
Prothonotary



Attorney for Plaintiff

Household Finance Consumer  
Discount Company  
P.O. Box 8604  
Elmhurst, IL 60126

Clearfield County  
Court of Common Pleas

v.

Melvin C. Scaife  
RD 1 Box 674  
Osceola Mills, PA 16666  
and  
Eileen Scaife  
RD 1 Box 674  
Osceola Mills, PA 16666

Number 01.1720.00

**CIVIL ACTION/MORTGAGE FORECLOSURE**

## NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice 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

## AVISO

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.

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

OCT 15 2001  
11:31 PM  
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

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Household Finance Consumer	:	Clearfield County
Discount Company	:	Court of Common Pleas
P.O. Box 8604	:	
Elmhurst, IL 60126	:	
	:	
v.	:	
	:	
Melvin C. Scaife	:	
RD 1 Box 674	:	
Osceola Mills, PA 16666	:	
and	:	
Eileen Scaife	:	
RD 1 Box 674	:	
Osceola Mills, PA 16666	:	Number
	:	

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Household Finance Consumer Discount Company, a corporation duly organized and doing business at the above captioned address.

2. The Defendant is Melvin C. Scaife, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is RD 1 Box 674, Osceola Mills, PA 16666.

3. The Defendant is Eileen Scaife, who is one of the mortgagors and real owners of the mortgaged property hereinafter

described, and her last-known address is RD 1 Box 674, Osceola Mills, PA 16666.

4. On 10/14/98, mortgagors 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 1976, Page 601.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RD 1 Box 674, Osceola Mills, PA 16666.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due June 2001 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.

7. The following amounts are due on the mortgage:

Principal Balance	\$77,557.93
Interest 5/2001 through 8/14/01 (Plus \$22.29 per diem thereafter)	\$ 1,547.81
Attorney's Fee	\$ 3,877.89
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$83,533.63

8. 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.

9. 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 regular and certified mail.

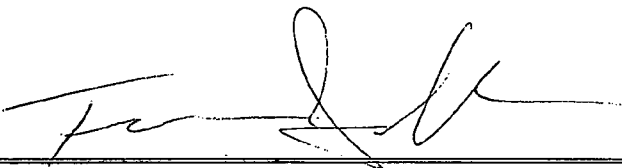
WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$83,533.63, together with interest at the rate of \$22.29 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

A handwritten signature in black ink, appearing to read 'Terrence J. McCabe', is written over a horizontal line.

TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

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. §4904 relating to unsworn falsification to authorities.



---

TERRENCE J. MCCABE

718501-953124

**MORTGAGE**

VOL 1976 PAGE 601

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

THIS MORTGAGE is made this day 14TH of OCTOBER 1998, between the Mortgagor, MELVIN C. SCAIFE AND EILEEN L. SCAIFE, HUSBAND AND WIFE

(herein "Borrower") and Mortgagee HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 2141 S ATHERTON, STATE COLLEGE, PA 16801 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 78,288.47, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated OCTOBER 14, 1998 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 OCTOBER 14, 2028 ;

☐ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ \_\_\_\_\_, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated \_\_\_\_\_ 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 \$ \_\_\_\_\_ ;

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 PROPERTY SITUATED IN THE BOROUGH OF DECATUR IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED 04/22/1975 AND RECORDED 04/23/1975, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 699 PAGE 254.

TAX PARCEL ID: 112-M12-102-O-20746

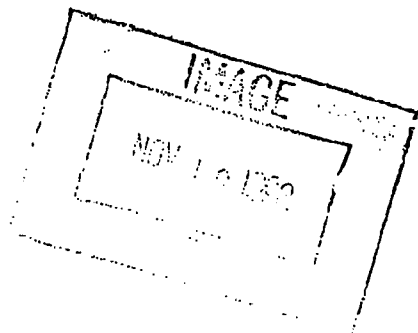
**CLEARFIELD COUNTY  
ENTERED OF RECORD**

TIME 12:31p 10-16-98

BY Karen L. Starck

FEES 19.50

Karen L. Starck, Recorder



10-01-98 MTG

ORIGINAL



PA001251

**EXHIBIT "A"**

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest at Variable Rates.** This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in the Note. Borrowers shall promptly pay when due all amounts required by the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Except for loans made pursuant to the Pennsylvania Consumer Discount Company Act, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal.

4. **Prior Mortgages and Deed of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.



5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may take or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.





12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

ORIGINAL



18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

22. **Interest Rate After Judgment.** Borrower agrees the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.



**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

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



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

*Melvin C. Scaife*

-Borrower

MELVIN C. SCAIFE

*Eileen L. Scaife*

-Borrower

EILEEN L. SCAIFE

I hereby certify that the precise address of the Lender (Mortgagee) is:

2141 S ATHERTON ST, STATE COLLEGE PA 16801

On behalf of the Lender. By: J. J. WYLAND

Title: ACCT. EXECUTIVE

COMMONWEALTH OF PENNSYLVANIA,

MIFFLIN

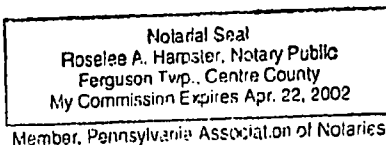
County ss:

I, ROSELEE A. HARPSTER, a Notary Public in and for said county and state, do hereby certify that

MELVIN C. SCAIFE AND EILEEN L. SCAIFE, HUSBAND AND WIFE  
personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledge that T he Y signed and delivered the said instrument as  
THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14TH day of OCTOBER, 1998.

My Commission expires:



*Roselee A. Harpster*  
Notary Public

This instrument was prepared by:

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY  
(Name)

2141 S ATHERTON STREET  
STATE COLLEGE PA 16801

(Address)

(Space Below This Line Reserved For Lender and Recorder)

Return To:  
Records Processing Services  
577 Lamont Road  
Elmhurst, IL 60126



**FILED** Atty pd. 7.00

MAR 11 08 01 2 Re-instate Compl.  
MAR 06 2002 and 2 cc Proceipe to Shift

William A. Shaw  
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11647

HOUSEHOLD FINANCE CONSUMER

01-1720-CD

VS.

SCAIFE, MELVIN C. & EILEEN

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

Return Costs

Cost	Description
25.03	SHFF. HAWKINS PAID BY: ATTY.
43.74	SHFF. PITTMAN PAID BY: ATTY.
67.28	SHFF. WALTERS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.
156.05	

Sworn to Before Me This

1st Day Of April 2002  
*William A. Shaw*

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

So Answers,

*Chester A. Hawkins*  
Chester A. Hawkins  
Sheriff

FILED

APR 01 2002  
01:22 PM  
William A. Shaw  
Prothonotary

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

Sheriff Docket # 11647

HOUSEHOLD FINANCE CONSUMER

01-1720-CD

VS.

SCAIFE, MELVIN C. & EILEEN

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

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NOW JANUARY 25, 2002, JIM PITTMAN, SHERIFF OF FULTON COUNTY WAS DEPUTIZED BY CHESTER A HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MELVIN C. SCAIFE & EILEEN SCAIFE, DEFENDANTS.

NOW JANUARY 29, 2002 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MELVIN C. SCAIFE & EILEEN SCAIFE, DEFENDANTS BY DEPUTIZING THE SHERIFF OF FULTON COUNTY. THE RETURN OF SHERIFF PITTMAN IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "NOT FOUND", DEFENDANTS LIVE IN HUNTINGDON COUNTY.

NOW FEBRUARY 8, 2002, WILLIAM G. WALTERS, SHERIFF OF HUNTINGDON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MELVIN C. SCAIFE & EILEEN SCAIFE, DEFENDANTS.

NOW FEBRUARY 25, 2002 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MELVIN C. SCAIFE & EILEEN SCAIFE, DEFENDANTS BY DEPUTIZING THE SHERIFF OF HUNTINGDON COUNTY. THE RETURN OF SHERIFF WALTERS IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

# SHERIFF'S DEPARTMENT

11647

COURTHOUSE-NORTH SECOND STREET, McCONNELLSBURG, PA 17233 (717) 485-4221

<b>SHERIFF SERVICE</b> <b>PROCESS RECEIPT, and AFFIDAVIT OF RETURN</b>	INSTRUCTIONS FOR SERVICE OF PROCESS. Please type or print legibly. Do not detach any copies.
---	--

1. PLAINTIFF/S/ <i>Household Finance (Consumer) Discount Co.</i>	2. COURT NUMBER <i>XX 01-1720-CD</i>
3. DEFENDANT/S/ <i>Melvin C. + Eileen Scaife</i>	4. TYPE OF WRIT OR COMPLAINT: <i>Mortgage Foreclosure</i>
5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE SEIZED, ATTACHED OR SOLD. <i>Eileen Scaife</i>	
6. ADDRESS (Street or RFD, Apartment No., Boro, Twp., State and ZIP Code) <i>HC 75 Box 195, BT. Cabins, Pa. 17215</i>	
7. INDICATE UNUSUAL SERVICE: <input type="checkbox"/> COMMON. OF PA. <input type="checkbox"/> DEPUTIZE <input type="checkbox"/> OTHER	
Now, _____, 19_____, I, SHERIFF OF FULTON COUNTY, PA., do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.	
SHERIFF OF FULTON COUNTY	

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

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

9. SIGNATURE of ATTORNEY or other ORIGINATOR	10. TELEPHONE NUMBER	11. DATE
--	----------------------	----------

12. SEND NOTICE OF SERVICE COPY TO NAME AND ADDRESS BELOW: (This area must be completed if notice is to be mailed)

**SPACE BELOW OR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE**

13. I acknowledge receipt of the writ or complaint as indicated above.	SIGNATURE of authorized FCSD Deputy or Clerk and Title	14. Date Received	15. Expiration/Hearing date
16. I hereby CERTIFY and RETURN that I <input type="checkbox"/> have personally served, <input type="checkbox"/> have legal evidence of service as shown in "Remarks", <input type="checkbox"/> have executed as shown in "Remarks", the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by handing a TRUE and ATTESTED COPY thereof.			
17. <input checked="" type="checkbox"/> I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)			
18. Name and title of individual served (if not shown above)		19. A person of suitable age and discretion then residing in the defendant's usual place of abode. <input type="checkbox"/>	
20. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)		21. Date or Service <i>01/29/02</i>	22. Time <i>09:10</i>
23. ATTEMPTS	Date Miles Dep. Int.	Date Miles Dep. Int.	Date Miles Dep. Int.
24. Advance Costs <i>75.00</i>	25. Service Costs <i>6.00</i>	26. Notary Cert. <i>4.00</i>	27. Mileage or Postage <i>1.34</i>
28. Total Costs <i>13.34</i>		29. <del>FEES</del> DUE OR REFUND <i>31.26</i>	

30. REMARKS:  
*DEFENDANT LIVES IN HUNTINGDON CO AT THE ABOVE ADDRESS*  
*2nd Service 30.40*  
*TOTAL 43.74*

31. AFFIRMED and subscribed to before me this <i>29th</i>		SO ANSWER.	
34. day of <i>January</i>	32. Signature of Dep. Sheriff	33. Date	
37. <i>William B. Reed</i> <small>Prothonotary/Deputy/Notary Public</small>	35. Signature of Sheriff <i>[Signature]</i> SHERIFF OF FULTON COUNTY	36. Date <i>01/29/02</i>	
MY COMMISSION EXPIRES <i>1-1-2006</i>		39. Date Received	

38. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED ISSUING AUTHORITY AND TITLE.	39. Date Received
--	-------------------

# SHERIFF'S DEPARTMENT

COURTHOUSE-NORTH SECOND STREET, McCONNELLSBURG, PA 17233 (717) 485-4221

<b>SHERIFF SERVICE</b> <b>PROCESS RECEIPT, and AFFIDAVIT OF RETURN</b>	INSTRUCTIONS FOR SERVICE OF PROCESS. Please type or print legibly. Do not detach any copies.
---	--

1. PLAINTIFF/S/ <i>Household Finance (Consumer) Discount Co.</i>	2. COURT NUMBER <i>01-1720-CD</i>
3. DEFENDANT/S/ <i>Melvin C. + Eileen Scaife</i>	4. TYPE OF WRIT OR COMPLAINT: <i>Mortgage Foreclosure</i>
5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD. <i>Melvin C. Scaife</i>	
6. ADDRESS (Street or RFD, Apartment No., Boro, Twp., State and ZIP Code) <i>AC 75 Box 195, Bt. Cabins, Pa. 17215</i>	
7. INDICATE UNUSUAL SERVICE: <input type="checkbox"/> COMMON. OF PA. <input type="checkbox"/> DEPUTIZE <input type="checkbox"/> OTHER Now, _____, 19_____, I, SHERIFF OF FULTON COUNTY, PA., do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. _____	
SHERIFF OF FULTON COUNTY	

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

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

9. SIGNATURE of ATTORNEY or other ORIGINATOR	10. TELEPHONE NUMBER	11. DATE
--	----------------------	----------

12. SEND NOTICE OF SERVICE COPY TO NAME AND ADDRESS BELOW: (This area must be completed if notice is to be mailed)

**SPACE BELOW OR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE**

13. I acknowledge receipt of the writ or complaint as indicated above. } SIGNATURE of authorized FCSD Deputy or Clerk and Title		14. Date Received	15. Expiration/Hearing date
16. I hereby CERTIFY and RETURN that I <input type="checkbox"/> have personally served, <input type="checkbox"/> have legal evidence of service as shown in "Remarks", <input type="checkbox"/> have executed as shown in "Remarks", the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by handing a TRUE and ATTESTED COPY thereof.			
17. <input checked="" type="checkbox"/> I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)			
18. Name and title of individual served (if not shown above)		19. A person of suitable age and discretion then residing in the defendant's usual place of abode. <input type="checkbox"/>	
20. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)		21. Date of Service	22. Time
		<i>01/29/02</i>	<i>0910</i>
23. ATTEMPTS	Date	Miles	Dep. Int.
24. Advance Costs	25. Service Costs	26. Notary Cert.	27. Mileage or Postage
	<i>\$8.00</i>	<i>4.00</i>	<i>8.40</i>
28. Total Costs		29. COST DUE OR REFUND	
<i>30.40</i>			

30. REMARKS:  
*DEFENDANT LIVES IN HUNTINGDON CO AT THE ABOVE ADDRESS*

31. AFFIRMED and subscribed to before me this <i>29th</i>		SO ANSWER.	
34. day of <i>January</i> <i>2002</i>		32. Signature of Dep. Sheriff	33. Date
37. <i>Alfred B. Reel</i> Prothonotary/Deputy/Notary Public		35. Signature of Sheriff	36. Date
MY COMMISSION EXPIRES <i>1-1-2006</i>		<i>01/29/02</i>	
38. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED ISSUING AUTHORITY AND TITLE.			39. Date Received





# SHERIFF'S OFFICE

## HUNTINGDON COUNTY, PENNSYLVANIA

241 Mifflin Street  
Huntingdon, PA 16652  
Telephone: 814-643-0880  
William G. Walters, Sheriff

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

NO. 1720 TERM 01

VS:

EILEEN SCAIFE

NOW, FEBRUARY 25, 2002, AT 1020 A.M./P.M. I SERVED THE WITHIN

PRAECIPE/COMPLAINT IN MORTGAGE FORECLOSURE UPON

EILEEN SCAIFE AT

HC 75 BOX 195, BURNT CABINS, PA 17215

BY HANDING TO EILEEN SCAIFE, PERSONALLY

ONE TRUE AND CORRECT COPY/COPIES OF THE WITHIN PRAECIPE/COMPLAINT IN MORTGAGE

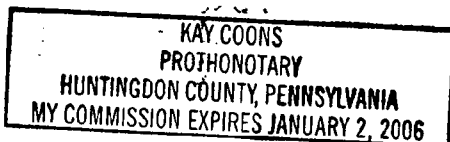
FORECLOSURE AND MADE KNOWN TO EILEEN

THE CONTENTS THEREOF.

SWORN AND SUBSCRIBED TO  
BEFORE ME THIS 1<sup>st</sup>

DAY OF March  
2002, A.D.

Kay Coons  
PROTHONOTARY/NOTARY PUBLIC



SO ANSWERS,

William G Walters

WILLIAM G. WALTERS, SHERIFF

DEPUTY DAVID HESS  
CHIEF DEPUTY/DEPUTY

### COSTS:

REC & DOC . . . . .	<u>SEE</u>
SERVICE . . . . .	<u>---</u>
MILEAGE/POSTAGE . . . . .	<u>FIRST</u>
SURCHARGE . . . . .	<u>---</u>
AFFIDAVIT . . . . .	<u>ENTRY</u>
MISCELLANEOUS . . . . .	<u>---</u>

**TOTAL COSTS** SEE FIRST ENTRY



# SHERIFF'S OFFICE

## HUNTINGDON COUNTY, PENNSYLVANIA

241 Mifflin Street  
Huntingdon, PA 16652  
Telephone: 814-643-0880  
William G. Walters, Sheriff

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

NO. 1720 TERM 01

VS:

MELVIN C. SCAIFE

NOW, FEBRUARY 25, 2002, AT 1020 A.M./P.M. I SERVED THE WITHIN

PRAECIPE/COMPLAINT IN MORTGAGE FORECLOSURE UPON

MELVIN C. SCAIFE AT

HC 75 BOX 195, BURNT CABINS, PA 17215

BY HANDING TO MELVIN C. SCAIFE, PERSONALLY

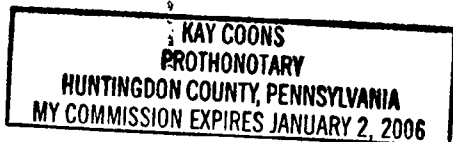
ONE TRUE AND CORRECT COPY/COPIES OF THE WITHIN PRAECIPE/COMPLAINT IN MORTGAGE

FORECLOSURE AND MADE KNOWN TO MELVIN

THE CONTENTS THEREOF.

SWORN AND SUBSCRIBED TO  
BEFORE ME THIS 1<sup>st</sup>  
DAY OF March  
2002, A.D.

Kay Coons  
PROTHONOTARY/NOTARY PUBLIC



SO ANSWERS,

William G Walters

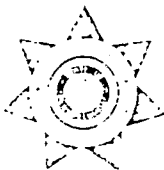
WILLIAM G. WALTERS, SHERIFF

DEPUTY DAVID HESS David Hess  
CHIEF DEPUTY/DEPUTY

### COSTS:

REC & DOC . . . . .	9.00
SERVICE . . . . .	9.00
MILEAGE/POSTAGE . . . . .	49.28
SURCHARGE . . . . .	---
AFFIDAVIT . . . . .	N/C
MISCELLANEOUS . . . . .	---

**TOTAL COSTS** \$67.28 PAID



# Sheriff's Office Clearfield County

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

CLEARFIELD COUNTY FAX  
(814) 765-5915

CHESTER A. HAWKINS  
SHERIFF

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

DARLENE SHULTZ  
CHIEF DEPUTY

MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

TERM & NO. 01-1720-CD

VS

**SERVE BY:** 2/23/02

MELVIN C. SCAIFE & EILEEN SCAIFE

#### DOCUMENT TO BE SERVED:

COMPLAINT IN MORTGAGE FORECLOSURE

**MAKE REFUND PAYABLE TO:** McCABE, WEISBERG & CONWAY, Attorneys

**SERVE:** MELVIN C. SCAIFE and EILEEN SCAIFE

**ADDRESS:** HC 75 Box 195  
Burnt Cabins, Pa. 17215

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF FULTON COUNTY Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 25th Day of JANUARY 2002.

Respectfully,

  
CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

TERRENCE J. McCABE\*\*\*  
MARC S. WEISBERG\*\*  
EDWARD D. CONWAY  
MARGARET GAJRO  
RITA C. BUSCHER\*†  
LISA L. WALLACE\*†  
MATTHEW B. WEISBERG\*  
BETH L. THOMAS  
FRANK DUBIN  
BRENDA L. BROGDON\*  
NICOLE M. CARDIELLO^

LAW OFFICES  
**McCABE, WEISBERG & CONWAY, P.C.**

SUITE 2080  
FIRST UNION BUILDING  
123 SOUTH BROAD STREET  
PHILADELPHIA, PA 19109  
(215) 790-1010  
FAX (215) 790-1274

SUITE 600  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(856) 858-7080  
FAX (856) 858-7020

SUITE 503  
53 WEST 36<sup>TH</sup> STREET  
NEW YORK, NY 10018  
(917) 351-1188  
FAX (917) 351-0363

- \* Licensed in PA & NJ
- \*\* Licensed in PA & NY
- \*\*\* Licensed in PA, NJ & NY
- † Licensed in NY & CT
- ^ Licensed in NY Only
- ‡ Managing Attorney for NJ
- + Managing Attorney for NY

Of Counsel:  
M. SUSAN SHEPPARD\*

January 22, 2002

Sheriff's Department  
Fulton County Courthouse  
North Second Street  
McConnellsburg, PA 17233

Re: Household Finance Consumer Discount Company v. Melvin C. Scaife  
and Eileen Scaife  
Clearfield County; C.C.P.; Number 01-1720-CD

Dear Sheriff:

Enclosed please find two time-stamped copies of Complaint in  
Mortgage Foreclosure relative to the above-captioned matter.

Kindly **serve** the Complaint upon the Defendants, **Melvin C. Scaife  
and Eileen Scaife @ HC 75, Box 195, Burnt Cabins, PA 17215.**

After service has been effectuated, I would appreciate your  
forwarding to me an affidavit setting forth that service of process  
has been made.

Also find enclosed our check in the amount of \$75.00 which  
represents payment of your service fee.

Thank you for your cooperation in this matter.

Very truly yours,

  
TERRENCE J. McCABE

TJM/11  
Enclosures

COPY

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 FINANCE CONSUMER  
DISCOUNT COMPANY

v.

MELVIN C. SCAIFE  
and  
EILEEN SCAIFE

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

NUMBER 01-1720-CD

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

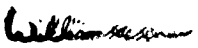
Kindly reinstate the Complaint in Mortgage Foreclosure in  
the above-captioned matter.

  
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.

JAN 24 2002

Attest

  
Prothonotary

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERENCE 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 Finance Consumer  
Discount Company  
P.O. Box 8604  
Elmhurst, IL 60126

Clearfield County  
Court of Common Pleas

v.

Melvin C. Scaife  
RD 1 Box 674  
Osceola Mills, PA 16666  
and  
Eileen Scaife  
RD 1 Box 674  
Osceola Mills, PA 16666

1-24-02 Document  
Reinstated/Returned to Sheriff/Attorney  
for service.

Deputy Prothonotary

Number 01-1780-00

CIVIL ACTION/MORTGAGE FORECLOSURE

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice 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

**AVISO**

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. Ademias, 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.

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

OCT 15 2001  
11:31 AM  
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 Finance Consumer	:	Clearfield County
Discount Company	:	Court of Common Pleas
P.O. Box 8604	:	
Elmhurst, IL 60126	:	
	:	
v.	:	
	:	
Melvin C. Scaife	:	
RD 1 Box 674	:	
Osceola Mills, PA 16666	:	
and	:	
Eileen Scaife	:	
RD 1 Box 674	:	
Osceola Mills, PA 16666	:	Number
	:	

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Household Finance Consumer Discount Company, a corporation duly organized and doing business at the above captioned address.

2. The Defendant is Melvin C. Scaife, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is RD 1 Box 674, Osceola Mills, PA 16666.

3. The Defendant is Eileen Scaife, who is one of the mortgagors and real owners of the mortgaged property hereinafter

described, and her last-known address is RD 1 Box 674, Osceola Mills, PA 16666.

4. On 10/14/98, mortgagors 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 1976, Page 601.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RD 1 Box 674, Osceola Mills, PA 16666.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due June 2001 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.

7. The following amounts are due on the mortgage:

Principal Balance	\$77,557.93
Interest 5/2001 through 8/14/01 (Plus \$22.29 per diem thereafter)	\$ 1,547.81
Attorney's Fee	\$ 3,877.89
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$83,533.63

8. 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.

9. 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 regular and certified mail.

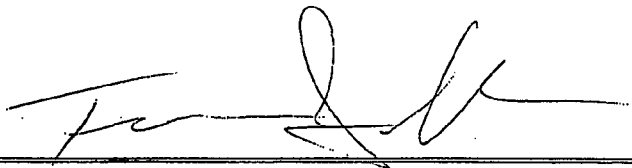
WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$83,533.63, together with interest at the rate of \$22.29 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

A handwritten signature in black ink, appearing to read 'Terrence J. McCabe', is written over a horizontal line.

TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

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. §4904 relating to unsworn falsification to authorities.



---

TERRENCE J. MCCABE

718501-953124

**MORTGAGE**

VOL 1976 PAGE 601

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

THIS MORTGAGE is made this day 14TH of OCTOBER 1998, between the Mortgagor, MELVIN C. SCAIFE AND EILEEN L. SCAIFE, HUSBAND AND WIFE

(herein "Borrower") and Mortgagee HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 2141 S ATHERTON, STATE COLLEGE, PA 16801  
(herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 78,288.47, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated OCTOBER 14, 1998 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 OCTOBER 14, 2028;

☐ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ \_\_\_\_\_, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated \_\_\_\_\_ 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 \$ \_\_\_\_\_;

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 PROPERTY SITUATED IN THE BOROUGH OF DECATUR IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED 04/22/1976 AND RECORDED 04/23/1976, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 699 PAGE 254.

TAX PARCEL ID: 112-M12-102-O-20746

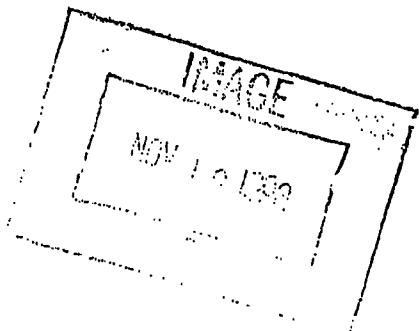
**CLEARFIELD COUNTY**  
**ENTERED OF RECORD**

TIME 12:31p 10-16-98

BY Karen L. Starck

FEES 19.50

Karen L. Starck, Recorder



**EXHIBIT "A"**

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest at Variable Rates.** This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in the Note. Borrowers shall promptly pay when due all amounts required by the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Except for loans made pursuant to the Pennsylvania Consumer Discount Company Act, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal.

4. **Prior Mortgages and Deed of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.



5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may take or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.



12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.



18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

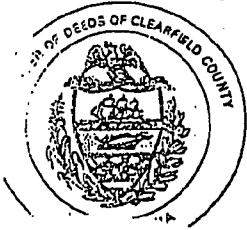
22. Interest Rate After Judgment. Borrower agrees the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.



REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

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



*Karen L. Starck*

Karen L. Starck

Recorder of Deeds

*Melvin C. Scaife*

-Borrower

MELVIN C. SCAIFE

*Eileen L. Scaife*

-Borrower

EILEEN L. SCAIFE

I hereby certify that the precise address of the Lender (Mortgagee) is:

2141 S ATHERTON ST, STATE COLLEGE PA 16801

On behalf of the Lender, By: J.J. WYLAND

Title: ACCT. EXECUTIVE

COMMONWEALTH OF PENNSYLVANIA,

MIFFLIN

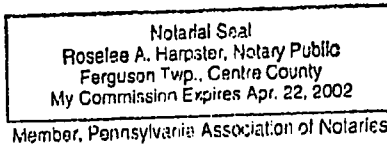
County ss:

I, ROSELEE A. HARPSTER, a Notary Public in and for said county and state, do hereby certify that

MELVIN C. SCAIFE AND EILEEN L. SCAIFE, HUSBAND AND WIFE  
personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledge that T he Y signed and delivered the said instrument as  
THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14TH day of OCTOBER, 1998.

My Commission expires:



*Roselee A. Harpster*  
Notary Public

This instrument was prepared by:

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY  
(Name)

2141 S ATHERTON STREET  
STATE COLLEGE PA 16801

(Address)

(Space Below This Line Reserved For Lender and Recorder)

Return To:  
Records Processing Services  
577 Lamont Road  
Elmhurst, IL 60126





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

Sheriff Docket # 11647

HOUSEHOLD FINANCE CONSUMER

01-1720-CD

VS.

SCAIFE, MELVIN C. & EILEEN

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

---

NOW MARCH 7, 2002, WILLIAM G. WALTERS, SHERIFF OF HUNTINGDON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MELVIN C. SCAIFE AND EILEEN SCAIFE, DEFENDANTS.

NOW MARCH 14, 2002 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MELVIN C. SCAIFE, DEFENDANT BY DEPUTIZING THE SHERIFF OF HUNTINGDON COUNTY. THE RETURN OF SHERIFF WALTERS IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED EILEEN SCAIFE, WIFE

NOW MARCH 14, 2002 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON EILEEN SCAIFE, DEFENDANT BY DEPUTIZING THE SHERIFF OF HUNTINGDON COUNTY. THE RETURN OF SHERIFF WALTERS IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

---

**Return Costs**

Cost	Description
25.03	SHFF. HAWKINS PAID BY: ATTY.
68.32	SHFF. WALTERS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

**FILED**

012:58:14  
APR 30 2002

William A. Shaw  
Prothonotary

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

Sheriff Docket # 11647

HOUSEHOLD FINANCE CONSUMER

01-1720-CD

VS.

SCAIFE, MELVIN C. & EILEEN

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

---

Sworn to Before Me This

So Answers,

30<sup>th</sup> Day Of April 2002  
William L. Shaw

Chester A. Hawkins  
My Marilyn Hawkins  
Chester A. Hawkins  
Sheriff



# SHERIFF'S OFFICE

## HUNTINGDON COUNTY, PENNSYLVANIA

241 Mifflin Street  
Huntingdon, PA 16652  
Telephone: 814-643-0880  
William G. Walters, Sheriff

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

NO. 1720 TERM 01-CD

VS:

MELVIN C. SCAIFE

NOW, MARCH 14, 2002, AT 0939 A.M./P.M. I SERVED THE WITHIN

PRAECIPE/COMPLAINT IN MORTGAGE FORECLOSURE UPON

MELVIN C. SCAIFE AT

HC 75 BOX 195, BURNT CABINS, PA 17215

BY HANDING TO EILEEN SCAIFE, WIFE OF MELVIN C. SCAIFE

ONE TRUE AND CORRECT COPY/COPIES OF THE WITHIN PRAECIPE/COMPLAINT IN MORTGAGE

FORECLOSURE AND MADE KNOWN TO EILEEN

THE CONTENTS THEREOF.

SWORN AND SUBSCRIBED TO

BEFORE ME THIS 21

DAY OF March

2002, A.D.

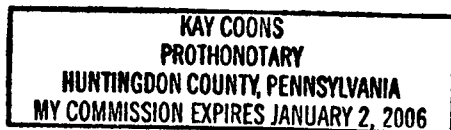
Kay Coons  
PROTHONOTARY/NOTARY PUBLIC

SO ANSWERS,

William G. Walters

WILLIAM G. WALTERS, SHERIFF

Deputy David Hess  
CHIEF DEPUTY/DEPUTY



### COSTS:

REC & DOC . . . . .	9.00
SERVICE . . . . .	15.00
MILEAGE/POSTAGE . . . . .	44.32
SURCHARGE . . . . .	---
AFFIDAVIT . . . . .	N/C
MISCELLANEOUS . . . . .	---

TOTAL COSTS

\$68.32 PAID



# SHERIFF'S OFFICE

## HUNTINGDON COUNTY, PENNSYLVANIA

241 Mifflin Street  
Huntingdon, PA 16652  
Telephone: 814-643-0880  
William G. Walters, Sheriff

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

NO. 1720 TERM 01-CD

VS:

EILEEN SCAIFE

NOW, MARCH 14, 2002, AT 0939 A.M./P.M. I SERVED THE WITHIN

PRAECIPE/COMPLAINT IN MORTGAGE FORECLOSURE UPON

EILEEN SCAIFE AT

HC 75 BOX 195, BURNT CABINS, PA 17215

BY HANDING TO EILEEN SCAIFE, PERSONALLY

ONE TRUE AND CORRECT COPY/COPIES OF THE WITHIN PRAECIPE/COMPLAINT IN MORTGAGE

FORECLOSURE AND MADE KNOWN TO EILEEN

THE CONTENTS THEREOF.

SWORN AND SUBSCRIBED TO

BEFORE ME THIS 21

DAY OF March

2002, A.D.

Kay Coons  
PROTHONOTARY/NOTARY PUBLIC

SO ANSWERS,

William G Walters

WILLIAM G. WALTERS, SHERIFF

Deputy David Hess  
CHIEF DEPUTY/DEPUTY

KAY COONS  
PROTHONOTARY  
HUNTINGDON COUNTY, PENNSYLVANIA  
MY COMMISSION EXPIRES JANUARY 2, 2006

### COSTS:

REC & DOC . . . . . SEE  
SERVICE . . . . . ---  
MILEAGE/POSTAGE . . . . . FIRST  
SURCHARGE . . . . . ---  
AFFIDAVIT . . . . . ENTRY  
MISCELLANEOUS . . . . . ---

**TOTAL COSTS** SEE FIRST ENTRY

OFFICE OF THE PROTHONOTARY

COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830

William A. Shaw  
Prothonotary

To: Melvin C. Scaife  
HC 75 Box 195  
Burnt Cabins, PA 17215

HOUSEHOLD FINANCE CONSUMER	:	CLEARFIELD COUNTY
DISCOUNT COMPANY	:	COURT OF COMMON PLEAS
v.	:	
MELVIN C. SCAIFE	:	
EILEEN SCAIFE	:	NUMBER 01-1720-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

**FILED**

MAY 14 2002

William A. Shaw  
Prothonotary

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

OFFICE OF THE PROTHONOTARY

COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830

William A. Shaw  
Prothonotary

To: Eileen Scaife  
HC 75, Box 195  
Burnt Cabins, PA 17215

HOUSEHOLD FINANCE CONSUMER	:	CLEARFIELD COUNTY
DISCOUNT COMPANY	:	COURT OF COMMON PLEAS
v.	:	
MELVIN C. SCAIFE	:	
EILEEN SCAIFE	:	NUMBER 01-1720-CD
	:	

NOTICE

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

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

Attorney for Plaintiff

---

HOUSEHOLD FINANCE CONSUMER	:	CLEARFIELD COUNTY
DISCOUNT COMPANY	:	COURT OF COMMON PLEAS
v.	:	
MELVIN C. SCAIFE	:	
EILEEN SCAIFE	:	NUMBER 01-1720-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	\$83,533.63
Interest from 8/15/01 - 5/9/02	<u>\$ 5,973.72</u>
TOTAL	\$89,507.35

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

AND NOW, this 14th day of May, 2002,  
Judgment is entered in favor of Plaintiff, Household Finance Consumer Discount Company and against Defendants, Melvin C. Scaife and Eileen Scaife and damages are assessed in the amount of \$89,507.35, plus interest and costs.

BY THE PROTHONOTARY:

William L. Shaw

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

Attorney for Plaintiff

HOUSEHOLD FINANCE CONSUMER : CLEARFIELD COUNTY  
DISCOUNT COMPANY : COURT OF COMMON PLEAS  
v. :  
MELVIN C. SCAIFE :  
EILEEN SCAIFE : NUMBER 01-1720-CD

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF CLEARFIELD :

The undersigned, being duly sworn according to law, deposes and says that the Defendants are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended; and that the Defendants, Melvin C. Scaife and Eileen Scaife, are over eighteen (18) years of age and resides at HC 75, Box 195, Burnt Cabins, PA 17215.

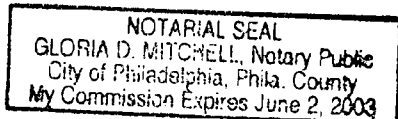
SWORN TO AND SUBSCRIBED

BEFORE ME THIS 9th DAY

OF May 2002.

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  
123 South Broad Street, Suite 2080  
Philadelphia, PA 19109  
(215) 790-1010

Attorney for Plaintiff

---

HOUSEHOLD FINANCE CONSUMER	:	CLEARFIELD COUNTY
DISCOUNT COMPANY	:	COURT OF COMMON PLEAS
v.	:	
MELVIN C. SCAIFE	:	
EILEEN SCAIFE	:	NUMBER 01-1720-CD

CERTIFICATION

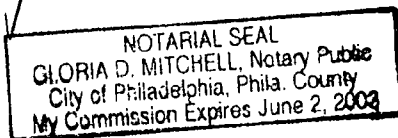
Terrence J. McCabe, attorney for Plaintiff, being duly sworn according to law, deposes and says that he deposited in the United States Mail a letter notifying the Defendant that judgment would be entered against them within ten (10) days from the date of said letter in accordance with Rule 237.5 of the 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 9<sup>th</sup> DAY  
OF May, 2002.

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

Gloria D. Mitchell  
NOTARY PUBLIC



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  
TERRENCE J. McCABE, ESQUIRE

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

William A. Shaw  
Prothonotary

April 26, 2002

To: Melvin C. Scaife  
HC 75, Box 195  
Burnt Cabins, PA 17215

HOUSEHOLD FINANCE CONSUMER	:	CLEARFIELD COUNTY
DISCOUNT COMPANY	:	COURT OF COMMON PLEAS
v.	:	
MELVIN C. SCAIFE	:	
and	:	
EILEEN SCAIFE	:	NUMBER 01-1720-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/11

Exhibit  
"A"

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

William A. Shaw  
Prothonotary

April 26, 2002

To: Eileen Scaife  
HC 75, Box 195  
Burnt Cabins, PA 17215

HOUSEHOLD FINANCE CONSUMER	:	CLEARFIELD COUNTY
DISCOUNT COMPANY	:	COURT OF COMMON PLEAS
v.	:	
MELVIN C. SCAIFE	:	
and	:	
EILEEN SCAIFE	:	NUMBER 01-1720-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/11

**FILED**

MAY 14 2002

M19:131 Atty McCabe

William A. Shaw  
Prothonotary

pd \$20.00

Not to Days. ~~exp~~  
Stat. to Atty. ~~exp~~

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

CCPY

Household Finance Consumer Discount  
Company  
Plaintiff(s)

No.: 2001-01720-CD

Real Debt: \$89,507.35

Atty's Comm:

Vs.

Costs: \$

Int. From:

Melvin C. Scaife  
Eileen Scaife  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 14, 2002

Expires: May 14, 2007

Certified from the record this 14th of May, 2002



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

James J. McCabe  
Attorney for Plaintiff(s)

No. 01-1720-CD

Term, 19

REC

No.

Term, 19

of —

IN THE COURT OF COMMON  
PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

at —

HOUSEHOLD FINANCE CONSUMER  
DISCOUNT COMPANY

MELVIN C. SCAIFE  
vs.

EILEEN SCAIFE

EXECU

Interest

Prothon

Use A

Use P

Attorney

Satisfac

Sheriff

Præcipe for Writ of Execution

Terrence J. McCabe, Esquire  
Attorney I.D. No. 16496  
123 S. BROAD ST., SUITE 2080  
PHILADELPHIA, PA 19109  
(215) 790-1010

T



Praecipe for Writ of Execution - Money Judgments.

HOUSEHOLD FINANCE CONSUMER DISCOUNT  
COMPANY  
961 WEIGEL DRIVE, P.O. BOX 8604  
ELMHURST, IL 60126

<sup>v.</sup>  
MELVIN C. SCAIFE AND EILEEN SCAIFE  
HC 75 BOX 195  
BURNT CABINS, PA 17215

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 01-1720-CD

Term, 19

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue writ of execution in the above matter,

(1). directed to the Sheriff of Clearfield County

(2). against the following property RD 1 BOX 674, OSCEOLA MILLS, PA 16666

(3). against the following property in the hands of (name) N/A of defendant(s) and garnishee

(4). and index this writ

(a) against MELVIN C. SCAIFE AND EILEEN SCAIFE

(b) against N/A defendant(s) and

as a lis pendens against real property of the defendant(s) in name of garnishee as follows:  
RD 1 BOX 674, OSCEOLA MILLS, PA 16666

(Specifically describe property)

(If space insufficient, attach extra sheets)

(5). Amount due

\$ 89,507.35

Interest from 5/10/02

\$

Costs (to be added) Prothonotary

\$ 437.42

Terrence J. McCabe  
Attorney for Plaintiff(s)

Terrence J. McCabe, Esq.  
123 S. Broad St., Suite 2080  
Philadelphia, PA 19109  
(215) 790-1010

FILED

MAY 14 2002

Mr. J. McCabe  
William A. Shaw rd \$20.00  
Prothonotary 6 writs Shaw  
E. Shaw

Proth'y. No. 63

No. 01-1720-CD

Term, 19

No.

Term, 19

IN THE COURT OF COMMON  
PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

HOUSEHOLD FINANCE CONSUMER

DISCOUNT COMPANY

MELVIN C. SCAIFE  
vs.

EILEEN SCAIFE

Praecipe for Writ of Execution

Terrence J. McCabe, Esquire  
Attorney I.D. No. 16496  
123 S. BROAD ST., SUITE 2080  
PHILADELPHIA, PA 19109  
(215) 790-1010

RECEIVED WRIT THIS \_\_\_\_\_ DAY

of \_\_\_\_\_ A.D., 19\_\_\_\_

at \_\_\_\_\_ M.

She

WRIT OF EXECUTION  
(Money Judgments)

EXECUTION DEBT	89,507	35
Interest from 5/10/02		
Prothonotary - - -	437	42
Use Attorney - - -		
Use Plaintiff - - -		
Attorney's Comm. -		
Satisfaction - - -		
Sheriff - - -		

Terrence J. McCabe  
Attorney for Plaintiff(s)

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

Household Finance Consumer Discount Company

**COPY**

Vs.

NO.: 01-01720-CD

Melvin C. Scaife and  
Eileen Scaife

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY, Plaintiff(s) from MELVIN C. SCAIFE and EILEEN SCAIFE, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See attached property description
- (2) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$89,507.35  
INTEREST: from 5/10/02  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 05/14/2002

PAID: \$437.42  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_

At \_\_\_\_\_ A.M./P.M.

Requesting Party: Terrance J. McCabe,  
Esquire  
123 S. Broad Street  
Suite 2080  
Philadelphia, PA 19109  
(215) 790-1010

\_\_\_\_\_  
Sheriff

ALL THAT CERTAIN LOT OR PARCEL OF SURFACE LAND SITUATE IN DECATUR TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POST ON THE SOUTHERLY SIDE OF THE RIGHT OF WAY OF THE TOWNSHIP ROAD LEADING FROM LEGISLATIVE HIGHWAY ROUTE 17049 NORTH OF THE INTERSECTION OF LEGISLATIVE HIGHWAY ROUTE 17050 AND 17049 AFORESAID AND THE SAME TURN; THENCE IN A SOUTHERLY DIRECTION AND AT RIGHT ANGLES TO SAID TOWNSHIP ROAD LEADING TO THE U.B. CHURCH VIA HUGH KEPHART ESTATE ONE HUNDRED SIXTY FIVE (165') FEET TO A POST OF LANDS FORMERLY OF JOHN SCOLLINS; THENCE THEREBY IN AN EASTERLY DIRECTION AND AT RIGHT ANGLES THERETO ONE HUNDRED TWENTY FIVE (125') FEET TO A POINT ON THE OTHER LANDS OF THE GRANTORS HEREIN; THENCE THEREBY IN A NORTHERLY DIRECTION AND AT RIGHT ANGLES THERETO, ONE HUNDRED SIXTY FIVE (165') FEET TO A POST ON THE SOUTHERN RIGHT-OF-WAY LINE OF THE TOWNSHIP ROAD AFORESAID; THENCE THEREBY IN A WESTERLY DIRECTION AND AT RIGHT ANGLES THERETO ONE HUNDRED TWENTY-FIVE (125') FEET TO POST AND THE PLACE OF BEGINNING.

TAX PARCEL #112.0M12-000-012

TITLE TO SAID PREMISES VESTED IN MELVIN C. SCAIFE AND EILEEN L. SCAIFE BY DEED FROM MERLE C. YARGER AND SHIRLEY L. YARGER DATED 4/22/75 AND RECORDED 4/23/75 IN DEED BOOK 699 PAGE 254.

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

Attorney for Plaintiff

HOUSEHOLD FINANCE CONSUMER : CLEARFIELD COUNTY  
DISCOUNT COMPANY : COURT OF COMMON PLEAS  
v. :  
MELVIN C. SCAIFE :  
EILEEN SCAIFE : NUMBER 01-1720-CD

AFFIDAVIT OF SERVICE

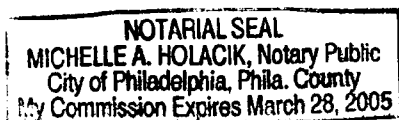
I, Terrence J. McCabe, Esquire, attorney for the Plaintiff  
in the within matter, hereby certify that on the 10<sup>TH</sup> DAY OF  
JUNE, 2002, a true and correct copy of the Notice of Sheriff's  
Sale of Real Property was served on all pertinent lienholder(s)  
as set forth in the Affidavit Pursuant to 3129 which is attached  
hereto as Exhibit "A".

Copies of the letter and certificate of mailing are also  
attached hereto, made a part hereof and marked as Exhibit "B."

  
TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 10<sup>TH</sup> DAY  
OF JUNE, 2002.

  
NOTARY PUBLIC



**FILED**

JUN 13 2002

1711.32/nec  
William A. Shaw  
Prothonotary



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

Attorney for Plaintiff

HOUSEHOLD FINANCE CONSUMER	:	CLEARFIELD COUNTY
DISCOUNT COMPANY	:	COURT OF COMMON PLEAS
v.	:	
MELVIN C. SCAIFE	:	
EILEEN SCAIFE	:	NUMBER 01-1720-CD

AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at RD 1 Box 674, Osceola Mills, PA 16666, a copy of the description of said property is attached hereto and marked Exhibit "A."

- Name and address of Owner(s) or Reputed Owner(s):  
Name Address  
Melvin C. Scaife and HC 75, Box 195  
Eileen Scaife Burnt Cabins, PA 17215
- Name and address of Defendant(s) in the judgment:  
Name Address  
Melvin C. Scaife and HC 75, Box 195  
Eileen Scaife Burnt Cabins, PA 17215
- Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:  
Name Address  
Plaintiff herein.
- Name and address of the last recorded holder of every mortgage of record:  
Name Address  
Household Realty Corporation P.O. Box 451  
Philipsburg, PA  
Plaintiff herein
- Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:  
Name Address  
None

**EXHIBIT "A"**

6. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Name

Address

Tenant(s)/Occupant(s)

RD 1 Box 674  
Osceola Mills, PA 16666

Domestic Relations

Clearfield County  
230 E. Market  
Suite 300  
Clearfield, PA 16830

Commonwealth of Pennsylvania  
Department of Welfare

P.O. Box 2675  
Harrisburg, PA 17105

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

June 10, 2002

DATE


  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

EXHIBIT "A"

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

Attorney for Plaintiff

HOUSEHOLD FINANCE CONSUMER	:	CLEARFIELD COUNTY
DISCOUNT COMPANY	:	COURT OF COMMON PLEAS
v.	:	
MELVIN C. SCAIFE	:	
EILEEN SCAIFE	:	NUMBER 01-1720-CD

DATE: June 10, 2002

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Melvin C. Scaife and Eileen Scaife

PROPERTY: RD 1 Box 674, Osceola Mills, PA 16666

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on AUGUST 2, 2002 at 10:00 a.m. in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

EXHIBIT "B"



Name and Address of Sender

**MCCABE, WEISBERG & CONWAY**  
**FIRST UNION BUILDING**  
**123 SOUTH MARKET STREET**  
**SUITE 2080**  
**PHILADELPHIA, PA 19106**

Check type of mail or service:

- ☐ Certified  
☐ COD  
☐ Delivery Confirmation  
☐ Express Mail  
☐ Insured  
☐ Recorded Delivery (International)  
☐ Registered  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation

Affix Stamp Here  
 (If issued as a certificate of mailing, or for additional copies of this bill)

Postmark and Date of Receipt

Line Article Number

Addressee Name, Street, and PO Address

Postage

Fee

Handling Charge

Actual Value if Registered

Insured Value

Due Sender if COD

DC Fee

SC Fee

SH Fee

RD Fee

RR Fee

1 HFC

Commonwealth of Pa. Dept of Welfare  
 P.O. Box 2675, Harrisburg, Pa 17105

2 N

Household Realty Corp., P.O. Box 451  
 Harrisburg, Pa

3 Seafair Melvin

Tennant's Laundry, P.O. Box 674  
 Osceola Mills, Pa 16866

4 Eileen

Domestic Relations Clearfield County  
 300 E. Market, Ste 300 Clearfield, Pa 16830

5

6

7

8

9

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11

12

13

14

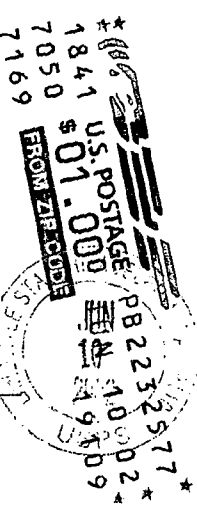
15

Total Number of Pieces Listed by Sender

Total Number of Pieces Received at Post Office

Postmaster, Per (Name of receiving employee)

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$500 per piece subject to additional limitations for multiple pieces lost or damaged in a single catastrophic occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500, but optional Express Mail Service merchandise insurance is available for up to \$5,000 to some, but not all countries. The maximum indemnity payable is \$25,000 for registered mail. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.



Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

EXHIBIT "B"

McCABE, WEISBERG, & CONWAY, P.C.  
BY: TERRENCE J. MCCABE, ESQUIRE  
Identification Number 16496  
123 S. Broad Street Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorney for Plaintiff

HOUSEHOLD FINANCE CONSUMER  
DISCOUNT COMPANY

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

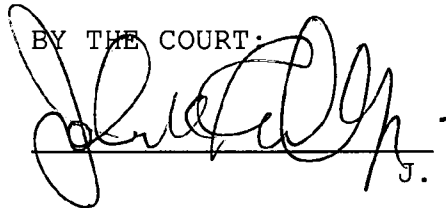
v.  
MELVIN C. SCAIFE  
EILEEN SCAIFE

NUMBER 01-1720 CD

ORDER

AND NOW, this 3 day of Sept, 2002,  
upon consideration of Plaintiff's Motion to Adjourn the Sheriff's  
Sale currently scheduled in the above-captioned matter for  
September 6, 2002, it is hereby ORDERED that the Sheriff's Sale of  
the property known as RD 1 Box 674, Osceola Mills, PA 1666, is  
adjourned to the October 4, 2002 Sheriff's Sale. It is FURTHER  
ORDERED that no additional advertising of said Sale is necessary  
and no new notice to the parties previously set forth in the  
Affidavit Pursuant to Pa.R.C.P. 3129 is required.

BY THE COURT:



FILED

SEP 03 2002

0/2:30/100  
William A. Shaw  
Prothonotary

1 copy to Atty

McCABE, WEISBERG, & CONWAY, P.C.  
BY: TERRENCE J. MCCABE, ESQUIRE  
Identification Number 16496  
123 S. Broad Street Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

---

Attorney for Plaintiff

HOUSEHOLD FINANCE CONSUMER	:	CLEARFIELD COUNTY
DISCOUNT COMPANY	:	COURT OF COMMON PLEAS
	:	
v.	:	
MELVIN C. SCAIFE	:	NUMBER 01-1720 CD
EILEEN SCAIFE	:	

**MOTION TO ADJOURN SHERIFF'S SALE**

Plaintiff, Household Finance Consumer Discount Company, by and through its attorney, Terrence J. McCabe, Esquire, moves this Honorable Court for an Order adjourning the Sheriff's Sale scheduled for September 6, 2002 and avers as follows:

1. Plaintiff filed a Writ of Execution, as well as the Affidavit required by Pa.R.C.P. 3129, in order to list the property known as RD 1, Box 674, Osceola Mills, PA 16666 for the August 2, 2002.

2. Said August 2, 2000 was postponed until September 6, 2002 due to service problems on said defendants by the sheriffs office.

3. Plaintiff was advised today that service was completed on both defendants on August 26, 2002.

4. Service is now completed however it was not completed within the thirty day timeline. Plaintiff seeks to re-postpone the Sheriff Sale to the next available sale date of October 4, 2002.

**FILED**

SEP 03 2002

8/23/02

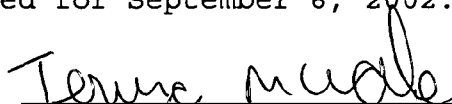
William A. Shaw  
Prothonotary

ONE COURT COPY

5. Plaintiff has complied with all the pertinent statutory and procedural rules of court governing the listing of real property for Sheriff's Sale.

6. Neither the parties hereto nor the parties previously set forth in the Affidavit Pursuant to Rule 3129 will be prejudiced by the adjournment of the Sheriff's Sale.

WHEREFORE, Plaintiff prays that this Honorable Court grant an Order adjourning the Sheriff's Sale of the property known as Rd 1 Box 674, Osceola Mills, PA 16666 to the October 4, 2002 Sheriff's Sale with no additional advertising of said Sale and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 being required, except for an announcement be made at the sale currently scheduled for September 6, 2002.

  
\_\_\_\_\_  
TERRENCE J. MCCABE, ESQUIRE  
Attorney for Plaintiff

McCABE, WEISBERG, & CONWAY, P.C.

BY: TERRENCE J. MCCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 S. Broad Street Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

---

HOUSEHOLD FINANCE CONSUMER  
DISCOUNT COMPANY

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
:

v.

MELVIN C. SCAIFE

:  
: NUMBER 01-1720 CD  
:

EILEEN SCAIFE

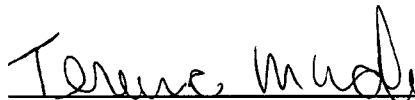
MEMORANDUM OF LAW

Plaintiff was advised by the sheriffs office that the Sheriff Sale originally scheduled for August 2, 2002 be continued to the September 6, 2002 pending service of the Notice of Sale on the defendants.

Plaintiff at this time requests that the Sheriff Sale set for September 6, 2002 be adjourned to October 4, 2002 as the defendants were served with the Notice of Sheriff sale on August 26, 2002 which is untimely.

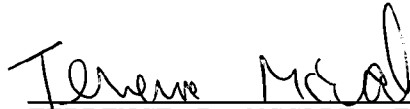
Pursuant to Pa.R.C.P. 3129.3, the Court has the discretion to adjourn a Sheriff's Sale and dispense the requirement of new notice.

WHEREFORE, Plaintiff prays that a special order of court be granted and the Sheriff's Sale of the property known as RD 1 Box 674, Osceola Mills, PA 16666 be adjourned to the October 4, 2002 Sheriff's Sale with no additional advertising of said Sale and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 being required, except that an announcement be made at the sale currently scheduled for September 6, 2002.

  
\_\_\_\_\_  
TERRENCE J. MCCABE, ESQUIRE  
Attorney for Plaintiff

**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. §4904 relating to unsworn falsification to authorities.

A handwritten signature in dark ink, appearing to read "Terrence McCabe", is written over a horizontal line.

TERRENCE J. MCCABE, ESQUIRE

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

First Union Building

123 South Broad, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

---

HOUSEHOLD FINANCE CONSUMER  
DISCOUNT COMPANY

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
:

v.

MELVIN C. SCAIFE

: NUMBER 01-1720 CD

EILEEN SCAIFE

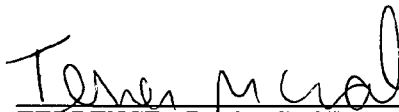
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CERTIFICATION OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff, hereby certify that I served a true and correct copy of the foregoing Motion To Postpone Sheriff Sale, by United States Mail, first class, postage prepaid, on the 30th day of August, 2002, upon the following:

Melvin Scaife  
HC Box 195  
Burnt Cabins, PA 17215

Eileen Scaife  
HC Box 195  
Burnt Cabins, PA 17215

  
\_\_\_\_\_  
TERRENCE J. McCABE, ESQUIRE



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

Sheriff Docket # 12574

HOUSEHOLD FINANCE CONSUMER DISCOUNT CO

01-1720-CD

VS.

SCAIFE, MELVIN C.

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

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NOW, JUNE 14, 2002 AT 11:10 A.M. A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS, MELVIN C. SCAIFE AND EILEEN SCAIFE. PROPERTY WAS ALSO POSTED THIS DATE.

NOW, JULY 24, 2002 DEPUTIZED HUNTINGTON COUNTY TO SERVE MELVIN C. SCAIFE AND EILEEN SCAIFE.

A SALE DATE OF AUGUST 2, 2002 WAS SET.

NOW, JULY 31, 2002 RECEIVED LETTER FROM ATTORNEY TO CONTINUE SALE TO SEPTEMBER 6, 2002 IN TO MAKE SERVICE ON THE DEFENDANTS.

NOW, AUGUST 26, 2002 @ 6:55 P.M. HUNTINGTON COUNTY SHERIFF SERVED MELVIN C. SCAIFE, DEFENDANT, AT HIS RESIDENCE HCR 75, BOX 195, BURNT CABINS, HUNTINGTON COUNTY, PENNSYLVANIA, 17215 BY HANDING TO HIS WIFE EILEEN SCAIFE, A TRUE AND ATTESTED ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY AND MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, AUGUST 26, 2002 @ 6:55 P.M. HUNTINGTON COUNTY SHERIFF SERVED EILEEN SCAIFE, DEFENDANT AT HER PLACE OF RESIDENCE HCR 75, BOX 195, BURNT CABINS, HUNTINGTON COUNTY, PENNSYLVANIA, 17215 BY HANDING TO EILEEN SCAIFE, DEFENDANT A TRUE AND ATTESTED ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, SEPTEMBER 3, 2002 RECEIVED AN ORDER TO ADJOURN THE SALE TO OCTOBER 4, 2002.

NOW, SEPTEMBER 3, 2002 RECEIVED AN ORDER TO ADJOURN THE SALE TO OCTOBER 4, 2002.

NOW, OCTOBER 4, 2002 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 PLUS COSTS.

NOW, OCTOBER 15, 2002 BILLED ATTORNEY FOR COSTS DUE.

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

Sheriff Docket # 12574

HOUSEHOLD FINANCE CONSUMER DISCOUNT CO

01-1720-CD

VS.

SCAIFE, MELVIN C.

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

---

NOW, OCTOBER 10, 2002 RECEIVED CHECK FROM ATTORNEY TO PAY COSTS.

NOW, NOVEMBER 5, 2002 PAID COSTS FROM ADVANCE AND ATTORNEY CHECK AND  
MADE REFUND OF OVERPAYMENT BY ATTORNEY.

NOW, NOVEMBER 5, 2002 RETURNED WRIT AS SALE BEING HELD ON THE PROPERTY  
OF THE DEFENDANTS. PROPERTY PURCHASED BY THE PLAINTIFF FOR \$1.00 +  
COSTS.

NOVEMBER 5, 2002 DEED WAS FILED.

SHERIFF HAWKINS \$235.44

SURCHARGE \$40.00

PAID BY ATTORNEY

---

Sworn to Before Me This

5<sup>th</sup> Day Of November 2002

William L. Shaw

So Answers,

Chester A. Hawkins  
Joy Cynthia Butler-Aughonbaugh

Chester A. Hawkins

Sheriff

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

Household Finance Consumer Discount Company

Vs.

NO.: 01-01720-CD

Melvin C. Scaife and  
Eileen Scaife

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY, Plaintiff(s) from MELVIN C. SCAIFE and EILEEN SCAIFE, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See attached property description
- (2) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$89,507.35  
INTEREST: from 5/10/02  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 05/14/2002

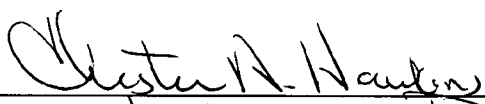
PAID: \$437.42  
SHERIFF: \$  
OTHER COSTS: \$



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William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 14th day  
of May A.D. 2002  
At 10:00 A.M./P.M.

  
Sheriff by Margaret H. Pratt

Requesting Party: Terrance J. McCabe,  
Esquire  
123 S. Broad Street  
Suite 2080  
Philadelphia, PA 19109  
(215) 790-1010

ALL THAT CERTAIN LOT OR PARCEL OF SURFACE LAND SITUATE IN DECATUR TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POST ON THE SOUTHERLY SIDE OF THE RIGHT OF WAY OF THE TOWNSHIP ROAD LEADING FROM LEGISLATIVE HIGHWAY ROUTE 17049 NORTH OF THE INTERSECTION OF LEGISLATIVE HIGHWAY ROUTE 17050 AND 17049 AFORESAID AND THE SAME TURN; THENCE IN A SOUTHERLY DIRECTION AND AT RIGHT ANGLES TO SAID TOWNSHIP ROAD LEADING TO THE U.B. CHURCH VIA HUGH KEPHART ESTATE ONE HUNDRED SIXTY FIVE (165') FEET TO A POST OF LANDS FORMERLY OF JOHN SCOLLINS; THENCE THEREBY IN AN EASTERLY DIRECTION AND AT RIGHT ANGLES THERETO ONE HUNDRED TWENTY FIVE (125') FEET TO A POINT ON THE OTHER LANDS OF THE GRANTORS HEREIN; THENCE THEREBY IN A NORTHERLY DIRECTION AND AT RIGHT ANGLES THERETO, ONE HUNDRED SIXTY FIVE (165') FEET TO A POST ON THE SOUTHERN RIGHT-OF-WAY LINE OF THE TOWNSHIP ROAD AFORESAID; THENCE THEREBY IN A WESTERLY DIRECTION AND AT RIGHT ANGLES THERETO ONE HUNDRED TWENTY-FIVE (125') FEET TO POST AND THE PLACE OF BEGINNING.

TAX PARCEL #112.0M12-000-012

TITLE TO SAID PREMISES VESTED IN MELVIN C. SCAIFE AND EILEEN L. SCAIFE BY DEED FROM MERLE C. YARGER AND SHIRLEY L. YARGER DATED 4/22/75 AND RECORDED 4/23/75 IN DEED BOOK 699 PAGE 254.

# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME SCAIFE NO. 01-1720-CD

NOW, October 4, 2002, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the 4TH day of OCTOBER 2002, I exposed the within described real estate of MELVIN C. SCAIFE AND EILEEN SCAIFE to public venue or outcry at which time and place I sold the same to HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY he/she being the highest bidder, for the sum of \$1.00 + COSTS and made the following appropriations, viz:

## SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	13.00
LEVY	15.00
MILEAGE	13.00
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00

**TOTAL SHERIFF COSTS 235.44**

## DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	18.50
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>18.50</b>

## DEBIT & INTEREST:

DEBT-AMOUNT DUE	89,507.35
INTEREST FROM 5/10/02	
TO BE ADDED TO SALE DATE	

**TOTAL DEBT & INTEREST 89,507.35**

## COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	301.77
LATE CHARGES & FEES	
TAXES - collector	1,359.02
TAXES - tax claim	1,064.70
DUE	
COST OF SUIT -TO BE ADDED	
LIEN SEARCH	200.00
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
ATTORNEY COMMISSION	
SHERIFF COSTS	235.44
LEGAL JOURNAL AD	162.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	437.42
MORTGAGE SEARCH	80.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
MUNICIPAL LIEN	

**TOTAL COSTS 3,873.85**

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

CHESTER A. HAWKINS, Sheriff

LAW OFFICES  
**McCABE, WEISBERG & CONWAY, P.C.**

TERRENCE J. McCABE

SUITE 2080  
FIRST UNION BUILDING  
123 SOUTH BROAD STREET  
PHILADELPHIA, PENNSYLVANIA 19109  
(215) 790-1010  
FAX (215) 790-1274

SUITE 600  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(856) 858-7080  
FAX (856) 858-7020

SUITE 503  
53 WEST 36<sup>th</sup> STREET  
NEW YORK, NY 10018  
(917) 351-1188  
FAX (917) 351-0363

**FACSIMILE COVER LETTER**

DATE: July 30, 2002

TO: Clearfield County Sheriff's Office

FAX NO.: 814-765-5915-Attn-Cindy

RE: Household Finance Consumer Discount Company  
vs. Melvin C. and Eileen Scaife  
Clearfield County; CCP; Number 01-1720-CD  
Premises: RD1 Box 674, Osceola Mills, PA 16666  
Sheriff's Sale Date: August 2, 2002

TOTAL NUMBER OF PAGES INCLUDING THIS PAGE: 2

MESSAGE: Dear Sheriff: Please see the attached letter

requesting that you postpone the

Sheriff's Sale scheduled in the

above matter.

If you do not receive all the pages, or if this is received by  
the wrong FAX receiver, please call us back at (215) 790-1010.  
Thank you.

SENDER: Ruthanne M. Brown for Terrence J. McCabe, Esquire

FAX NO.: (215) 790-1274

LAW OFFICES  
**McCABE, WEISBERG & CONWAY, P.C.**

SUITE 2080  
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(215) 790-1010

FAX (215) 790-1274

SUITE 600  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(609) 858-7080  
FAX (609) 858-7020

SUITE 5225  
500 FIFTH AVENUE  
NEW YORK, NY 10110  
(212) 575-1010  
FAX (212) 575-2537

TERRENCE J. McCABE

Sheriff's Office  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

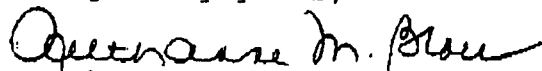
Re: Household Finance Consumer Discount Company  
vs. Melvin C. and Eileen Scaife  
Clearfield County; CCP; Number 01-1720-CD  
Premises: RD1 Box 674, Osceola Mills, PA 16666  
Sheriff's Sale Date: August 2, 2002

Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the August 2, 2002 Sheriff's Sale. I am requesting at this time that you postpone this matter to the September 6, 2002 Sheriff's Sale.

As acknowledgment of this postponement, I would appreciate your signing or time-stamping a copy of this letter and faxing the same to my attention. Thank you for your cooperation.

Very truly yours,



Ruthanne M. Brown for  
TERRENCE J. McCABE

TJM/rmb  
Enclosures

SENT VIA FACSIMILE TRANSMITTAL--NUMBER 814-765-5915  
SHERIFF'S OFFICE-RECEIVED BY:

Cynthia R. Bitter - Audenbach  
SIGNATURE

7/31/02  
DATE

TERRENCE J. McCABE\*  
MARC S. WEISBERG  
EDWARD D. CONWAY  
M. SUSAN SHEPPARD\*\*†  
CHRISTINE M. DEHNEY†  
MARGARET GAIRO  
MICHAEL A. D'AMELIO+  
RITA C. BUSCHER\*\*

LAW OFFICES  
**McCABE, WEISBERG & CONWAY, P.C.**

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FAX (856) 858-7020

\*\* Licensed in PA & NJ  
\* Licensed in PA, NJ & NY  
‡ Licensed in PA, NJ, NY & DE  
+ Licensed in NY  
† Managing Attorney for NJ

SUITE 1503  
52 VANDERBILT AVENUE  
NEW YORK, NY 10017  
(212) 697-0011  
FAX (212) 953-0986

**FACSIMILE COVER LETTER**

DATE: 9-4-02

TO: Sheriff's Office

RE: Melvin + Eileen Scate Sale

FAX NO. 814-765-5915 Cindy

TOTAL NUMBER OF PAGES INCLUDING THIS PAGE: 2

ATTENTION: \_\_\_\_\_

MESSAGE: Motion granted to pp sale to  
10/4/02.

If you do not receive all the pages, or if this is received by the wrong FAX receiver, please call us back at (215) 790-1010. Thank you.

SENDER: Donna

FAX NO.: (215) 790-1274

CONFIDENTIAL: ✓ YES \_\_\_\_\_ NO \_\_\_\_\_



MCCABE, WEISBERG, & CONWAY, P.C.  
BY: TERRENCE J. MCCABE, ESQUIRE  
Identification Number 16496  
123 S. Broad Street Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorney for Plaintiff

HOUSEHOLD FINANCE CONSUMER  
DISCOUNT COMPANY

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

v.  
MELVIN C. SCAIFE  
EILEEN SCAIFE

NUMBER 01-1720 CD

ORDER

AND NOW, this                      day of                      , 2002,  
upon consideration of Plaintiff's Motion to Adjourn the Sheriff's  
Sale currently scheduled in the above-captioned matter for  
September 6, 2002, it is hereby ORDERED that the Sheriff's Sale of  
the property known as RD 1 Box 674, Osceola Mills, PA 1666, is  
adjourned to the October 4, 2002 Sheriff's Sale. It is FURTHER  
ORDERED that no additional advertising of said Sale is necessary  
and no new notice to the parties previously set forth in the  
Affidavit Pursuant to Pa.R.C.P. 3129 is required.

BY THE COURT:

/s/ JOHN K. REILLY, JR.

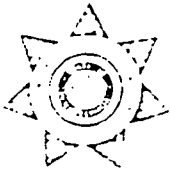
J.

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

SEP 03 2002

Attest.

*W. H. H.*  
Prothonotary/  
Clerk of Courts



# Sheriff's Office Clearfield County

OFFICE (814) 765-2641  
AFTER 4:00 P.M. (814) 765-1533  
CLEARFIELD COUNTY FAX  
(814) 765-5915

CHESTER A. HAWKINS  
SHERIFF

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

DARLENE SHULTZ  
CHIEF DEPUTY

MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

HOUSEHOLD FINANCE CONSUMER  
DISCOUNT COMPANY

VS

MELVIN C. SCAIFE  
EILEEN SCAIFE

TERM & NO. 01-1720-CD

### SERVE BY:

AUGUST 6, 2002

### DOCUMENT TO BE SERVED:

WRIT OF EXECUTION  
NOTICE OF SALE  
COPY OF LEVY

**MAKE REFUND PAYABLE TO:** ATTORNEY - RETURN TO BE SENT TO THIS OFFICE

**SERVE:** MELVIN C. SCAIFE

EILEEN SCAIFE

**ADDRESS:** HC 75 BOX 195  
BURNT CABINS, PA 17215

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF HUNTINGDON COUNTY Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 24th Day of JULY 2002.

Respectfully,

CHESTER A. HAWKINS.  
SHERIFF OF CLEARFIELD COUNTY