

02-390-CD
HOUSEHOLD FINANCE CONSUMER -vs- JOSEPH F. WOLFE et al
DISCOUNT COMPANY

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 8634
Elmhurst, IL 60126

Clearfield County
Court of Common Pleas

v.

Joseph F. Wolfe
60 Penington Lane
Mahaffey, PA 15757
and
Linda M. Wolfe
60 Penington Lane
Mahaffey, PA 15757

FILED

MAR 15 2002

William A. Shaw
Prothonotary

Number 02-390-CO

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.

AVISO

Le han demandado a usted en la corte. Si usted quiere defendarse 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 SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

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

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Attorney for Plaintiff

| | | |
|----------------------------|---|-----------------------|
| Household Finance Consumer | : | Clearfield County |
| Discount Company | : | Court of Common Pleas |
| P.O. Box 8634 | : | |
| Elmhurst, IL 60126 | : | |
| | : | |
| v. | : | |
| | : | |
| Joseph F. Wolfe | : | |
| 60 Penington Lane | : | |
| Mahaffey, PA 15757 | : | |
| and | : | |
| Linda M. Wolfe | : | |
| 60 Penington Lane | : | |
| Mahaffey, PA 15757 | : | 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 Joseph F. Wolfe, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 60 Penington Lane, Mahaffey, PA 15757.

3. The Defendant is Linda M. Wolfe, who is one of the mortgagors and real owners of the mortgaged property hereinafter

described, and her last-known address is 60 Penington Lane, Mahaffey, PA 15757.

4. On 1/4/01, 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 Instrument No. 200100165.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 60 Penington Lane, Mahaffey, PA 15757.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due November 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 | \$24,677.59 |
| Interest 10/2001 through 2/25/02 | \$ 1,656.69 |
| (Plus \$8.47 per diem thereafter) | |
| Attorney's Fee | \$ 1,500.00 |
| Cost of Suit | \$ 225.00 |
| Appraisal Fee | \$ 125.00 |
| Title Search | <u>\$ 200.00</u> |
| GRAND TOTAL | \$28,384.28 |

8. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be

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 P.A.C.S. §4904 relating to unsworn falsification to authorities.



TERRENCE J. MCCABE

710202

MORTGAGE

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

THIS MORTGAGE is made this day of JANUARY 2001, between the Mortgagor,
JOSEPH F. WOLFE AND LINDA M. WOLFE, 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
2742 OLD ROUTE 220, PLANK ROAD COMMONS, ALTOONA, PA 16601
(herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 24,677.59, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated JANUARY 4, 2001 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 JANUARY 4, 2031;

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 MAHAFFEY
IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF
PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED
08/09/1895 AND RECORDED 08/14/1996, AMONG THE LAND RECORDS
OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1696
AND PAGE 274. TAX MAP OR PARCEL ID NO.: 13-C12-16

01-07-00 KAREN L. STARCK
 REGISTER AND RECORDER
 CLEARFIELD COUNTY
 Pennsylvania
 INSTRUMENT NUMBER
 200100145
 RECORDED IN
 Jan 05, 2001
 12:02:11 PM
 RECORDING FEES - \$17.00
 RECORDER
 RECORDER
 COUNTY IMPROVEMENT \$1.00
 FUND
 RECORDER
 IMPROVEMENT FUND
 STATE WRTT TAX \$0.50
 Total \$19.50
 CUSTOMER
 HOUSEHOLD FINANCE CONS
 DYST. CO.

PA003281

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MAR 04 2002 5:14 PM FR HOUSEHOLD FINANCIALS 617 7145 TO 912157901274

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.

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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.

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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.

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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.

RECEIVED - 03/07/2000 - 10:00 AM



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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.

Joseph F. Wolfe

JOSEPH F. WOLFE

Borrower

Linda M. Wolfe

LINDA M. WOLFE

Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY, PLANK RD. COMMONS, 2742 OLD RT. 220, ALTOONA, PA. 16601

On behalf of the Lender, By: JR McDougal Title: BRANCH MANAGER

COMMONWEALTH OF PENNSYLVANIA, BLAIR

County ss:

I, John R McDougal, a Notary Public in and for said county and state, do hereby certify that

JOSEPH F. WOLFE AND LINDA M. WOLFE, HW personally known to me to be the same person(s) whose name(s) ABF subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that THEY 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 4TH day of JANUARY, 20 01.

My Commission expires:

11/27/02

NOTARIAL SEAL
John R. McDougal, Notary Public.
Allegheny Twp., Blair County
My commission expires Nov. 27, 2002!

John R. McDougal
Notary Public

This instrument was prepared by:

HOUSEHOLD FINANCE (Old Name)
PLANK RD. COMMONS, 2742 OLD R.T 220
ALTOONA, PA. 16601

(Address)

(Space Below This Line Reserved For Lender and Recorder)

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

01-07-00 MTG

PA001286



MM84475A92R94MTG6000PA0012860MMWOLFE

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FILED

MAR 15 2002

J/2002/att'y McCabe
William A. Shaw
Prothonotary

PD \$80.00

3cc att'y.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12250

HOUSEHOLD FINANCE CONSUMER DISCOUNT CO.

02-390-CD

VS.

WOLFE, JOSEPH F. & LINDA M.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW APRIL 3, 2002 RETURN THE WITHIN COMPLAINT IN MORTGAGE
FORECLOSURE "NOT SERVED AT DIRECTION OF ATTORNEY" AS TO
JOSEPH F. WOLFE AND LINDA M. WOLFE, DEFENDANTS.

Return Costs

| Cost | Description |
|-------|------------------------------|
| 19.00 | SHFF. HAWKINS PAID BY: ATTY. |
| 20.00 | SURCHARGE PAID BY: ATTY. |

FILED

APR 15 2002
01:46

William A. Shaw
Prothonotary *kd*

Sworn to Before Me This

15th Day Of April 2002

William A. Shaw
WILLIAM A. SHAW
/s/ Fredric A. Zimmerman
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

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 8634 :
Elmhurst, IL 60126 :
v. :
: I hereby certify this to be a true
: and attested copy of the original
: statement filed in this case.

Joseph F. Wolfe :
60 Penington Lane :
Mahaffey, PA 15757 :
and : Attest.
Linda M. Wolfe :
60 Penington Lane :
Mahaffey, PA 15757 :
: Number 02-390-CD

MAR 15 2002

Wm. J. Blaue
Prothonotary,
Clerk of Courts

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 defendarse 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 SUFFICIENTE 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

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 8634 | : | |
| Elmhurst, IL 60126 | : | |
| | : | |
| v. | : | |
| | : | |
| Joseph F. Wolfe | : | |
| 60 Penington Lane | : | |
| Mahaffey, PA 15757 | : | |
| and | : | |
| Linda M. Wolfe | : | |
| 60 Penington Lane | : | |
| Mahaffey, PA 15757 | : | 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 Joseph F. Wolfe, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 60 Penington Lane, Mahaffey, PA 15757.
3. The Defendant is Linda M. Wolfe, who is one of the mortgagors and real owners of the mortgaged property hereinafter

described, and her last-known address is 60 Penington Lane, Mahaffey, PA 15757.

4. On 1/4/01, 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 Instrument No. 200100165.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 60 Penington Lane, Mahaffey, PA 15757.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due November 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 | \$24,677.59 |
| Interest 10/2001 through 2/25/02 | \$ 1,656.69 |
| (Plus \$8.47 per diem thereafter) | |
| Attorney's Fee | \$ 1,500.00 |
| Cost of Suit | \$ 225.00 |
| Appraisal Fee | \$ 125.00 |
| Title Search | <u>\$ 200.00</u> |
| GRAND TOTAL | \$28,384.28 |

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.

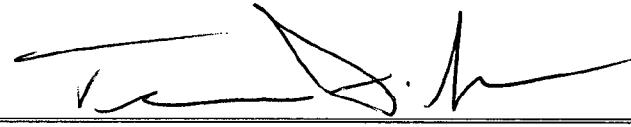
WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$28,384.28, together with interest at the rate of \$8.47 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.



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

710202

MORTGAGE

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

THIS MORTGAGE is made this day of JANUARY 2001, between the Mortgagor, JOSEPH F. WOLFE AND LINDA-M. WOLFE, 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 2742 OLD ROUTE 220, PLANK ROAD COMMONS, ALTOONA, 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 \$ 24,677.59, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated JANUARY 4, 2001 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 JANUARY 4, 2031;

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 MAHAFFEY
IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF
PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED
08/09/1995 AND RECORDED 08/14/1995, AMONG THE LAND RECORDS
OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1696
AND PAGE 274. TAX MAP OR PARCEL ID NO.: 13-C12-15

| | | | | |
|-----------------------------------|-------------------|-------------------------|---------|--|
| KAREN L. STARCK | RECORDING FEE | \$17.00 | | |
| CLEARFIELD COUNTY Pennsylvania | RECORDED ON | <u>Jan 05, 2001</u> | | |
| | 12:02:11 PM | | | |
| | INSTRUMENT NUMBER | <u>200100145</u> | | |
| | RECORDED BY | <u>RECORDER</u> | | |
| | | <u>RECORDER</u> | \$1.00 | |
| | | <u>IMPROVEMENT FUND</u> | \$1.00 | |
| | | <u>FUND</u> | \$0.50 | |
| | | <u>STATE/UNIT TAX</u> | \$0.50 | |
| | | <u>TOTAL</u> | \$19.50 | |
| 01-07-00 MRS. | CUSTOMER | HOUSEHOLD FINANCE CONS | | |
| | DISC CO | | | |

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H ORIGINAL

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.

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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.

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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.

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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.

RECEIVED
MAY 20 2002
CLERK'S OFFICE
CLARK COUNTY, NEVADA



03-07-00-MTG

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ORIGINAL

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.

Joseph F. Wolfe

JOSEPH F. WOLFE

Borrower

Linda M. Wolfe

LINDA M. WOLFE

Borrower

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

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY, PLANK RD. COMMONS, 2742 OLD R.T. 220, ALTOONA, PA. 16601

On behalf of the Lender, By: JR McDougal Title: BRANCH MANAGER

COMMONWEALTH OF PENNSYLVANIA, BLAIR

County ss:

I, John R McDougal, a Notary Public in and for said county and state, do hereby certify that
JOSEPH F. WOLFE AND LINDA M. WOLFE, HNW
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 The 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 4TH day of JANUARY, 20 01.

My Commission expires:

11/27/03

NOTARIAL SEAL
John R. McDougal, Notary Public
Allegheny Twp., Blair County
My commission expires Nov. 27, 2003

John R. McDougal
Notary Public

This instrument was prepared by:

HOUSEHOLD FINANCE (Same)
PLANK RD. COMMONS, 2742 OLD R.T. 220
ALTOONA, PA. 16601

(Address)

(Space Below This Line Reserved For Lender and Recorder)

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

01-07-00 MTG

PA001286



X084475A92R94MTG6000PA0D12860MNWOLFE

X

ORIGINAL

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 8634 :
Elmhurst, IL 60126 :
v. :
: I hereby certify this to be a true
: and attested copy of the original
: statement filed in this case.

Joseph F. Wolfe :
60 Penington Lane :
Mahaffey, PA 15757 :
and :
Linda M. Wolfe :
60 Penington Lane :
Mahaffey, PA 15757 :
: MAR 15 2002
Attest. *Wm. J. R.*
Prothonotary/
Clerk of Courts
Number 02-390 CO

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.

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(814) 765-2641, Ext. 51

AVISO

Le han demandado a usted en la corte. Si usted quiere defendarse 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 SUFFICIENTE DE PAGAR TAL SERVICO, 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

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 8634 | : | |
| Elmhurst, IL 60126 | : | |
| | : | |
| v. | : | |
| | : | |
| Joseph F. Wolfe | : | |
| 60 Penington Lane | : | |
| Mahaffey, PA 15757 | : | |
| and | : | |
| Linda M. Wolfe | : | |
| 60 Penington Lane | : | |
| Mahaffey, PA 15757 | : | 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 Joseph F. Wolfe, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 60 Penington Lane, Mahaffey, PA 15757.

3. The Defendant is Linda M. Wolfe, who is one of the mortgagors and real owners of the mortgaged property hereinafter

described, and her last-known address is 60 Penington Lane, Mahaffey, PA 15757.

4. On 1/4/01, 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 Instrument No. 200100165.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 60 Penington Lane, Mahaffey, PA 15757.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due November 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 | \$24,677.59 |
| Interest 10/2001 through 2/25/02 | \$ 1,656.69 |
| (Plus \$8.47 per diem thereafter) | |
| Attorney's Fee | \$ 1,500.00 |
| Cost of Suit | \$ 225.00 |
| Appraisal Fee | \$ 125.00 |
| Title Search | <u>\$ 200.00</u> |
| GRAND TOTAL | \$28,384.28 |

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.

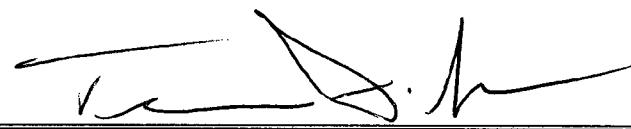
WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$28,384.28, together with interest at the rate of \$8.47 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.



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 P.A.C.S. §4904 relating to unsworn falsification to authorities.



TERRENCE J. MCCABE

710202

MORTGAGE

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

THIS MORTGAGE is made this day of JANUARY 2001, between the Mortgagor,
JOSEPH F. WOLFE AND LINDA M. WOLFE, 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
2742 OLD ROUTE 220, PLANK ROAD COMMONS, ALTOONA, PA 16601
(herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 24,677.59, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated JANUARY 4, 2001 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 JANUARY 4, 2031.

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 MAHAFFEY
IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF
PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED
08/09/1995 AND RECORDED 08/14/1995, AMONG THE LAND RECORDS
OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1696
AND PAGE 274. TAX MAP OR PARCEL ID NO.: 13-C12-15

01-07-00 KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania
INSTRUMENT NUMBER
200100165
RECORDED IN
Jan 05, 2001
12:02:11 PM
RECORDING FEES - \$17.00
RECORDER
PROPERTY IMPROVEMENT \$1.00
FUND
RECORDER \$1.00
IMPROVEMENT FUND
STATE: MRT TAX \$0.50
TOTAL: \$19.50
CUSTOMER
HOUSEHOLD FINANCE CORPS
DISC CO

PA003281

WB4475A92R94MTG6000PA0012810X4WOLFE **ORIGINAL**

ORIGINAL

201d

MAR 04 2002 5:14 PM FR HOUSEHOLD FINANCIALS 617 7145 TO 912157901274

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.

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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.

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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.

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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.

The rate of interest, or the rate of mortgage foreclosure, shall be the rate stated in the Note.

THE JOURNAL OF POLYMER SCIENCE: PART A-1

01-07-00:MTG

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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.

Joseph F. Wolfe

JOSEPH F. WOLFE

Borrower

Linda M. Wolfe

LINDA M. WOLFE

Borrower

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

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY, PLANK RD. COMMONS, 2742 OLD R.T. 220, ALTOONA, PA. 16601

On behalf of the Lender, By: JR McDougal Title: BRANCH MANAGER

COMMONWEALTH OF PENNSYLVANIA, BLAIR

County ss:

I, John R McDougal, a Notary Public in and for said county and state, do hereby certify that JOSEPH F. WOLFE AND LINDA M. WOLFE, HSW 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 THE 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 4TH day of JANUARY, 20 01.

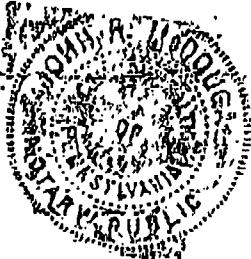
My Commission expires:

11/27/02

NOTARIAL SEAL
John R. McDougal, Notary Public
Allegheny Twp., Blair County
My commission expires Nov. 27, 2002

John R. McDougal
Notary Public

This instrument was prepared by:



HOUSEHOLD FINANCE (DISC) CO.
PLANK RD. COMMONS, 2742 OLD R.T. 220
ALTOONA, PA. 16601

(Address)

(Space Below This Line Reserved For Lender and Recorder)

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

01-07-00 MTG

PA001286



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* ORIGINAL

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 | : | CLEARFIELD COUNTY |
| DISCOUNT COMPANY | : | COURT OF COMMON PLEAS |
| v. | : | |
| JOSEPH F. WOLFE | : | |
| and | : | |
| LINDA M. WOLFE | : | NUMBER 02-390-CD |

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

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

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

5-10-02 Document
Reinstated/Reissued to Sheriff/Attorney
for service. J. Kendrick
Deputy Prothonotary

FILED

MAY 10 2002
m11-28/city McCabe pd \$7.00
William A. Shaw
Prothonotary 2comps. 1en.
atty

2comps. 1en.
JK Sherry

Filett 14459

#17759

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

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.

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparecencia 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 tomará 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.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICO, 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

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 8634 | : | |
| Elmhurst, IL 60126 | : | |
| | : | |
| v. | : | |
| | : | |
| Joseph F. Wolfe | : | |
| 60 Penington Lane | : | |
| Mahaffey, PA 15757 | : | |
| and | : | |
| Linda M. Wolfe | : | |
| 60 Penington Lane | : | |
| Mahaffey, PA 15757 | : | 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 Joseph F. Wolfe, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 60 Penington Lane, Mahaffey, PA 15757.

3. The Defendant is Linda M. Wolfe, who is one of the mortgagors and real owners of the mortgaged property hereinafter

described, and her last-known address is 60 Penington Lane, Mahaffey, PA 15757.

4. On 1/4/01, 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 Instrument No. 200100165.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 60 Penington Lane, Mahaffey, PA 15757.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due November 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 | \$24,677.59 |
| Interest 10/2001 through 2/25/02 (Plus \$8.47 per diem thereafter) | \$ 1,656.69 |
| Attorney's Fee | \$ 1,500.00 |
| Cost of Suit | \$ 225.00 |
| Appraisal Fee | \$ 125.00 |
| Title Search | <u>\$ 200.00</u> |
| GRAND TOTAL | \$28,384.28 |

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 \$28,384.28, together with interest at the rate of \$8.47 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.



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

710202

MORTGAGE

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

THIS MORTGAGE is made this day: 4TH of JANUARY 2001. between the Mortgagor, JOSEPH F. WOLFE AND LINDA M. WOLFE, 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 2742 OLD ROUTE 220, PLANK ROAD COMMONS, ALTOONA, PA 16601 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 24,677.59, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated JANUARY 4, 2001 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 JANUARY 4, 2031;

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 MAHAFFEY
IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF
PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED
08/09/1995 AND RECORDED 08/14/1995, AMONG THE LAND RECORDS
OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1696
AND PAGE 274. TAX MAP OR PARCEL ID NO.: 13-C12-15

| | | | | | | | | |
|--------------|--|---|--------------------------------|--|-----------------------------|--|-----------------------------|---|
| 01-07-00 MIG | | KAREN L. STARCK REGISTER AND RECORDER CLEARFIELD COUNTY PENNSYLVANIA | INSTRUMENT NUMBER 200100165 | RECORDED ON Jan 05, 2001 12:02:11 PM | RECORDING FEES - \$17.00 | RECORDED RECORDER FEE STATE IMPROVEMENT FUND TOTAL | \$1.00 \$0.50 \$19.50 | CUSTOMER HOUSEHOLD FINANCE CONS DISC CO |
|--------------|--|---|--------------------------------|--|-----------------------------|--|-----------------------------|---|

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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.

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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 attorney's 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.

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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.

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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.

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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.

Joseph F. Wolfe
JOSEPH F. WOLFE

Borrower

Linda M. Wolfe
LINDA M. WOLFE

Borrower

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

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY, PLANK RD. COMMONS, 2742 OLD RT. 220, ALTOONA, PA. 16601

On behalf of the Lender, By: JR McDougal Title: BRANCH MANAGER

COMMONWEALTH OF PENNSYLVANIA, BLAIR

County ss:

I, John R. McDougal, a Notary Public in and for said county and state, do hereby certify that
JOSEPH F. WOLFE AND LINDA M. WOLFE, HOM
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 The 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 4TH day of JANUARY, 20 01.

My Commission expires:

11/27/03

NOTARIAL SEAL
John R. McDougal, Notary Public
Allegheny Twp., Blair County, PA
My commission expires Nov. 27, 2003

John R. McDougal
Notary Public

This instrument was prepared by:

HOUSEHOLD FINANCE COMMONS
PLANK RD. COMMONS, 2742 OLD R.T. 220
ALTOONA, PA. 16601

(Address)

(Space Below This Line Reserved For Lender and Recorder)

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

01-07-00 MTG

PA001286



XW84475A92R94MTG6000PA0012860WWOLFE

ORIGINAL

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12250

HOUSEHOLD FINANCE CONSUMER DISCOUNT CO.

02-390-CD

VS.

WOLFE, JOSEPH F. & LINDA M.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JUNE 5, 2002 AT 10:20 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LINDA M. WOLFE, DEFENDANT AT RESIDENCE, 60 PENNINGTON LANE, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LINDA M. WOLFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: MCCLEARY/NEVLING

NOW JUNE 5, 2002 AT 10:20 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOSEPH F. WOLFE, DEFENDANT AT RESIDENCE, 60 PENNINGTON LANE, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LINDA M. WOLFE, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: MCCLEARY/NEVLING

Return Costs

Cost Description

67.90 SHFF. HAWKINS PAID BY: ATTY.

20.00 SURCHARGE PAID BY: ATTY.

FILED

AUG 07 2002

6/4/00
William A. Shaw
Prothonotary

Sworn to Before Me This

So Answers,

7 Day Of Aug 2002
Culver

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

Chester A. Hawkins
Chester A. Hawkins
Sheriff

E. K. S.

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 \$28,384.28, together with interest at the rate of \$8.47 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.



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

FILED

JUL 21 2003

HOUSEHOLD FINANCE CONSUMER : CLEARFIELD COUNTY
DISCOUNT COMPANY : COURT OF COMMON PLEAS
v. : *William A. Shaw*
: Prothonotary
: *William A. Shaw*
JOSEPH F. WOLFE :
LINDA M. WOLFE : NUMBER 02-390-CD

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

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

| | |
|---------------------------------|--------------------|
| Principal | \$28,384.28 |
| Interest from 2/26/02 - 7/16/03 | <u>\$ 1,194.27</u> |
| TOTAL | \$29,578.55 |

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

AND NOW, this 21st day of *July*, 2003,
Judgment is entered in favor of Plaintiff, Household Finance Consumer Discount Company and against Defendants, Joseph F. Wolfe and Linda M. Wolfe and damages are assessed in the amount of \$29,578.55, plus interest and costs.

BY THE PROTHONOTARY:

William A. 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. :
JOSEPH F. WOLFE :
LINDA M. WOLFE : NUMBER 02-390-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, Joseph F. Wolfe and Linda M. Wolfe, are over eighteen (18) years of age and resides at 60 Penington Lane, Mahaffey, PA 15757.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 16th DAY
OF July, 2003.

Gloria D. Mitchell
Notary Public

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

NOTARIAL SEAL
GLORIA D. MITCHELL, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires June 2, 2007

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. :
JOSEPH F. WOLFE :
LINDA M. WOLFE : NUMBER 02-390-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 16th DAY
OF July , 2003.

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

November 21, 2002

To: Joseph F. Wolfe
60 Penington Lane
Mahaffey, PA 15757

Household Finance Consumer Discount
Company

vs.

Joseph F. Wolfe
and
Linda M. Wolfe

Clearfield County
Court of Common Pleas

Number 02-390-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

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.

Dave Meholick
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA, 16830
814-765-2641 x 5982

Dave Meholick
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA, 16830
814-765-2641 x 5982

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

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

TJM/cc

EXHIBIT "A"

**OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
Clearfield County Courthouse, Clearfield, PA 16830**

**William A. Shaw
Prothonotary**

November 21, 2002

To: Linda M. Wolfe
60 Penington Lane
Mahaffey, PA 15757

Clearfield County
Court of Common Pleas

vs.

Joseph F. Wolfe
and
Linda M. Wolfe

Number 02-390-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

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.

Dave Meholic
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA, 16830
814-765-2641 x 5982

Dave Meholic
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA, 16830
814-765-2641 x 5982

**If you have any questions concerning this notice, please call:
Terrence J. McCabe, Esquire
McCABE, WEISBERG AND CONWAY, P.C.
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
at this telephone number: (215) 790-1010**

TJM/cc

FILED

Atty pd. 20.00

311-311-
JUL 21 2003

cc's Notice to Def.
Statement to Atty

William A. Shaw
Prothonotary

OFFICE OF THE PROTHONOTARY

COURT OF COMMON PLEAS

Clearfield County Courthouse, Clearfield, PA 16830

William A. Shaw
Prothonotary

To: Joseph F. Wolfe
60 Penington Lane
Mahaffey, PA 15757

| | | |
|----------------------------|---|-----------------------|
| HOUSEHOLD FINANCE CONSUMER | : | CLEARFIELD COUNTY |
| DISCOUNT COMPANY | : | COURT OF COMMON PLEAS |
| v. | : | |
| JOSEPH F. WOLFE | : | |
| LINDA M. WOLFE | : | NUMBER 02-390-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

Judgment by Default
 Money Judgment
 Judgment in Replevin
 Judgment for Possession

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: Linda M. Wolfe
60 Penington Lane
Mahaffey, PA 15757

| | | |
|----------------------------|---|-----------------------|
| HOUSEHOLD FINANCE CONSUMER | : | CLEARFIELD COUNTY |
| DISCOUNT COMPANY | : | COURT OF COMMON PLEAS |
| v. | : | |
| JOSEPH F. WOLFE | : | |
| LINDA M. WOLFE | : | NUMBER 02-390-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

X Judgment by Default
 Money Judgment
 Judgment in Replevin
 Judgment for Possession

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

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

Household Finance Consumer Discount
Company
Plaintiff(s)

No.: 2002-00390-CD

Real Debt: \$29,578.55

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Joseph F. Wolfe
Linda M. Wolfe
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 21, 2003

Expires: July 21, 2008

Certified from the record this 21st day of July, 2003.

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

Praecipe for Writ of Execution - Money Judgments.

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

v.

JOSEPH F. WOLFE
LINDA M. WOLFE

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 02-390-CD

Term, 19

PRAECIPE FOR WRIT OF EXECUTION

FILED

JUL 21 2003

William A. Shaw
Prothonotary

County

Issue writ of execution in the above matter,

(1). directed to the Sheriff of Clearfield

(2). against the following property 60 PENINGTON LANE, MAHAFFEY, PA 15757
(FULL LEGAL ATTACHED)

(3). against the following property in the hands of (name) _____ of defendant(s) and
(4). and index this writ garnishee

(a) against JOSEPH F. WOLFE AND LINDA M. WOLFE

(b) against N/A defendant(s) and
, as garnishee

as a lis pendens against real property of the defendant(s) in name of garnishee as follows:
60 PENINGTON LANE, MAHAFFEY, PA 15757

(FULL LEGAL ATTACHED)

(Specifically describe property)

(If space insufficient, attach extra sheets)

(5). Amount due

\$ 29,578.55

Interest from

\$

Costs (to be added)

\$

Prothonotary costs 127.00

Terrence J. McCabe

Attorney for Plaintiff(s)

Terrence J. McCabe, Esq.
123 S. Broad St., Suite 2080
Philadelphia, PA 19109

No. Term, 19
No. 02-390-CD Term, 19
IN THE COURT OF COMMON
PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

HOUSEHOLD FINANCE CONSUMER

DISCOUNT COMPANY

JOSEPH F. WOLFE vs.
LINDA M. WOLFE

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT 29,578.55

Interest from

Prothonotary - - -

Use Attorney - -

Use Plaintiff - -

Attorney's Comm. -

FILED

1cc w/ warrants w/ prop. descr.
to Sheriff
JUL 21 2003
KAL Praecipe for Writ of Execution
Atty Rd. 20-00

William A. Shaw
Prothonotary

Terrence J. McCabe, Esquire
Attorney I.D. No. 16496
123 S. Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

RECEIVED WRIT THIS — DAY
of — A.D., 19 —
at — M.
She

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

Vs.

NO.: 2002-00390-CD

Joseph F. Wolfe and Linda M. Wolfe

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY, Plaintiff(s) from JOSEPH F. WOLFE and LINDA M. WOLFE, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See attached

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$29,578.55

PAID: \$127.00

INTEREST: \$

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 07/21/2003

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

William A. Shaw
Prothonotary/Clerk Civil Division

Requesting Party: Terrance J. McCabe, Esq.
123 S. Broad St., Suite 2080
Philadelphia, PA 19109

Sheriff

DESCRIPTION

All that certain piece, parcel or tract of land situate, lying and being in the BOROUGH OF MAHAFFEY, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin at the Northwest corner of the lot herein described, being at the intersection of South side of Spring Alley with the Eastern right of way of the Railroad, now known as Conrail; thence by the South side of Spring Alley, North seventy-five (75) degrees five (05) minutes East for a distance of one hundred thirty-six (136.0) feet to an iron pin at Reed Alley; thence by Reed Alley, South thirteen (13) degrees forty-five (45) minutes East for a distance of ninety-five and seven tenths (95.7) feet to an iron pin; thence across the end of the said Reed Alley and along line of land of Ivis Pennington, being the former James M. Davidson lot, North seventy-five (75) degrees five (05) minutes East for a distance of three hundred eighteen and ninety-five one hundredths (318.95) feet to an iron pin; thence through the land of the Clarence Pennington Estate, establishing a new line, South forty-eight (48) degrees forty-nine (49) minutes West for a

distance of three hundred sixty-four (364.0) feet to an iron pin on the Eastern right of way of the Railroad, now known as Conrail; thence by the Eastern line of the Railroad right of way, North forty-one (41) degrees eleven (11) minutes West for a distance of two hundred eighty-six and seventy-nine one hundredths (286.79) feet to an iron pin and the place of beginning. CONTAINING in all one (1.00) acre. FURTHER identified in the Clearfield County Assessment Office as Map No. 13-C12-15.

BEING KNOWN AS 60 Pennington Lane, Mahaffey, PA 15757

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. :
JOSEPH F. WOLFE :
LINDA M. WOLFE : NUMBER 02-390-CD

AFFIDAVIT OF SERVICE

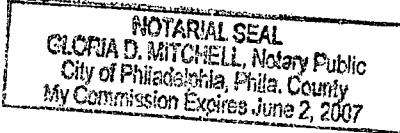
I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 8TH DAY OF SEPTEMBER, 2003, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which 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 8TH DAY
OF SEPTEMBER, 2003.


NOTARY PUBLIC



FILED

SEP 11 2003

William A. Shaw
Prothonotary/Clerk of Courts

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERENCE 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. :
JOSEPH F. WOLFE :
LINDA M. WOLFE : NUMBER 02-390-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 Praecept for the Writ of Execution was filed the following information concerning the real property located at 60 PENINGTON LANE, MAHAFFEY, PA 15757, a copy of the description of said property is attached hereto and marked Exhibit "A."

1. Name and address of Owner(s) or Reputed Owner(s):
Name Address

Joseph F. Wolfe and 60 Penington Lane
Linda M. Wolfe Mahaffey, PA 15757
2. Name and address of Defendant(s) in the judgment:
Name Address

Joseph F. Wolfe and 60 Penington Lane
Linda M. Wolfe Mahaffey, PA 15757
3. 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
4. Name and address of the last recorded holder of every mortgage of record:
Name Address

Plaintiff herein
5. 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) | 60 Penington Lane Mahaffey, PA 15757 |
| 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.

September 8, 2003

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. | : | |
| JOSEPH F. WOLFE | : | |
| LINDA M. WOLFE | : | NUMBER 02-390-CD |

DATE: September 8, 2003

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY

OWNERS: Joseph F. Wolfe and Linda M. Wolfe

PROPERTY: 60 Penington Lane, Mahaffey, PA 15757

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on NOVEMBER 7, 2003 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"

ma and Address of Sender

McCABE, WEISBERG AND CONWAY, P.C.
FIRST UNION BUILDING
123 SOUTH BROAD STREET

SUITE 2000

PHILADELPHIA PA 19109

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

EG Fee

Line

1 HFC v. Wolfe, J & L.

Tenant (s)
60 Penington Lane
Mahaffey, PA 15757

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

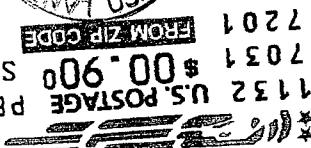


EXHIBIT "B"

Check type of mail or service:

Certified
 COD
 Delivery Confirmation
 Express Mail
 Insured

Affix Stamp Here
(if issued as a
certificate of mailing,
or for additional
copies of this bill)
Postmark and
Date of Receipt

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 (B) for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of R200, S913, and S921 for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.

Complete by Typewriter, Ink, or Ball Point Pen

Total Number of Pieces
Received at Post Office
Listed by Sender

Deliver
S

Postmaster, Per (Name of receiving employee)

3

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. :
JOSEPH F. WOLFE :
LINDA M. WOLFE : NUMBER 02-390-CD

AFFIDAVIT OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 22nd DAY OF SEPTEMBER, 2003, 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 22nd DAY
OF SEPTEMBER, 2003.


NOTARY PUBLIC

NOTARIAL SEAL
MICHELLE A. HOLACIK, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 28, 2005

FILED
m115481
SEP 29 2003
E
1281

William A. Shaw
Prothonotary/Clerk of Courts

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. :
: :
JOSEPH F. WOLFE : :
LINDA M. WOLFE : NUMBER 02-390-CD

AMENDED AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at 60 PENINGTON LANE, MAHAFFEY, PA 15757, a copy of the description of said property is attached hereto and marked Exhibit "A."

1. Name and address of Owner(s) or Reputed Owner(s):
Name Address

Joseph F. Wolfe and 60 Penington Lane
Linda M. Wolfe Mahaffey, PA 15757
2. Name and address of Defendant(s) in the judgment:
Name Address

Joseph F. Wolfe and 60 Penington Lane
Linda M. Wolfe Mahaffey, PA 15757
3. 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
4. Name and address of the last recorded holder of every mortgage of record:
Name Address

Plaintiff herein

Household Realty Corporation 2742 Old Route 220
Plank Road Commons
Altoona, Pa 16601

Household Realty Corporation P.O. Box 8604
Elmhurst, IL 60126
Attn: Renee Turner

EXHIBIT "A"

5. 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

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)

60 Penington Lane
Mahaffey, PA 15757

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.

September 22, 2003

DATE

J. McCal

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. | : | |
| JOSEPH F. WOLFE | : | |
| LINDA M. WOLFE | : | NUMBER 02-390-CD |

DATE: September 8, 2003

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY

OWNERS: Joseph F. Wolfe and Linda M. Wolfe

PROPERTY: 60 Penington Lane, Mahaffey, PA 15757

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on NOVEMBER 7, 2003 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 AND CONWAY, P.C.
FIRST UNION BUILDING
123 SOUTH BROAD STREET
SUITE 2080

Check type of mail or service:

Certified
 COD
 Delivery Confirmation
 Express Mail
 Insured
 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 | Address | Address 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 | Chase v. Wilson | Advanta National Bank, 10790 Rancho Bernardo Road San Diego, CA 92127 | | | | | | | | | | | |
| 2 | HFC v. Wolfe, J & L. | Household Realty Corporation, 2742 Old Route 220 Plank Road Commons, Altoona, Pa 16601 | | | | | | | | | | | |
| 3 | | Household Realty Corporation, P.O. Box 8604 Elmhurst, Il 60126, Attn: Renee Turner | | | | | | | | | | | |
| 4 | | Internal Revenue Service, Technical Support Group William Green Federal Building, 600 Arch Street Room 3259, Philadelphia, Pa 19106 | | | | | | | | | | | |
| 5 | Chase v. Moyer, J & F | USA, C/o U.S. Attorney for Eastern District of Pa 615 Chestnut Street, Philadelphia, Pa 19106 | | | | | | | | | | | |
| 6 | | Commonwealth of Pa, Inheritance Tax Office 1400 Spring Garden Street, Philadelphia, Pa 19130 | | | | | | | | | | | |
| 7 | | Commonwealth of Pa, Bureau of Individual Tax Inheritance Tax Division, 6 th Floor, Strawberry Square Dept. # 280601, Harrisburg, Pa 17128 | | | | | | | | | | | |
| 8 | | Dept. Of Public Welfare, TPL Casualty Unit Estate Recovery Program, P.O.Box 8486 Widener Bldg, Harrisburg, Pa 17105-8486 | | | | | | | | | | | |
| 9 | | | | | | | | | | | | | |
| 10 | | | | | | | | | | | | | |
| 11 | | | | | | | | | | | | | |
| 12 | | | | | | | | | | | | | |
| 13 | | | | | | | | | | | | | |
| 14 | | | | | | | | | | | | | |
| 15 | | | | | | | | | | | | | |

1702 U.S. POSTAGE P 8 2 2 3 2 5 7 7
 7042 \$02.40 SEP 22 03
 0998 FROM MAIL CODE

Restricted Delivery
 Return Receipt

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 for coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.

EXHIBIT "B"



235 SOUTH 13TH STREET
PHILADELPHIA, PA 19107
PHONE: (215) 546-7400
FAX: 215-985-0169

Philadelphia
Association of
Professional
Process Servers



AFFIDAVIT OF SERVICE

| | | |
|---|---|------------------------------------|
| PLAINTIFF(S) Household Finance Consumer Discount Co. | CASE NO. 02-390-CD | DATE RECEIVED November 12, 2003 |
| DEFENDANT(S) Linda M. Wolfe | Court of Common Pleas of Clearfield County | |
| SERVE AT 3133 Woodland Place Akron OH 44312 | Type of Service Notice of Real Estate Sale | |

SERVE BY: November 28, 2003

COMPANY CONTROL NO. REFERENCE NO.
CS188385A 1-3138pa

Accepted By: Linda M. Wolfe

Served and made known to Linda M. Wolfe

on the 23rd day of NOVEMBER, 2003, at 12:35 o'clock, P.M.,

at 3133 WOODLAND PLACE, AKRON, OHIO 44312.

Commonwealth of Pennsylvania, in the manner described below:

Defendant(s) personally served.
 Adult family member with whom said Defendant(s) reside(s). Relationship is
 Adult in charge of Defendant's residence who refused to give name or relationship.
 Manager/Clerk of placing of lodging in which Defendant(s) reside(s).
 Agent or person in charge of Defendant's office or usual place of business.
 Posted
 Other

DESCRIPTION AGE 42 HEIGHT 5'2" WEIGHT 190 LBS. RACE CAUCASIAN SEX FEMALE

On the _____ day of _____, 19____, at _____ o'clock, _____ M.,
Defendant not found: _____ Moved _____ Unknown _____ No Ans _____ Vacant _____ Other _____

FILED NO
M 145 CC
JAN 08 2004 E
KBO

William A. Shaw

Prothonotary Clerk of Courts

DEPUTIZED SERVICE

Now, this _____ day of _____, 19____, I do hereby depose the Sheriff of _____ County to serve this _____ Summons _____ Complaint _____ Other _____ and make return therof and according to Law.

By (Competent Adult) _____ County Sheriff's Check \$ _____

*** Special Instructions ***

NAME OF SERVER

Process Server

Joe Fuzaray being duly sworn according to law, deposes and says that he/she is process server herein named; and that the facts herein set forth above are true and correct to the best of their knowledge, information and belief.

Sheriff _____ Process Server /
Competent Adult _____

Law Firm McCabe, Weisberg & Conway, PC

Attorney's Name Terrence McCabe, Esquire

Address 123 South Broad Street Suite 2080

Philadelphia PA 19109

Telephone # 790-1010

Joe Fuzaray PRIVATE PROCESS SERVER

STATE OF OHIO ALL COUNTIES

Sworn to & subscribed before me this

25th day of NOVEMBER 2003

RECEIVED, PURSUANT TO
THE COURT'S ORDER

2000 PRO PROTHY

My Commission Expires Jan 6, 2004

ATTEST Sheriff Sale

PRO PROTHY

February 6, 2004

DATE

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14468

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

02-390-CD

VS.

WOLFE, JOSEPH F.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, AUGUST 28, 2003 @ 11:29 A.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF NOVEMBER 7, 2003 WAS SET.

FILED
01/10/2004
APR 06 2004

William A. Shaw
Prothonotary/Clerk of Courts

NOW, OCTOBER 21, 2003 @ 4:45 P.M. O'CLOCK SERVED JOSEPH F. WOLFE, DEFENDANT, AT HIS RESIDENCE 60 PENNINGTON LANE, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOSEPH F. WOLFE, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, NOVEMBER 25, 2003 SERVED LINDA M. WOLFE BY REGULAR AND CERTIFIED MAIL AT 3133 WOODLAND PLACE, AKRON, OHIO 44312 CERTIFIED #70022410 0003 72241753 WITH A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY. RECEIVED ON UNKNOWN DATE WITH UNKNOWN SIGNATURE.

NOW NOVEMBER 4, 2003 RECEIVED FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR NOVEMBER 7, 2003 TO FEBRUARY 6, 2004 .

NOW, FEBRUARY 6, 2004 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, APRIL 5, 2004 PAID THE COSTS FROM THE ADVANCE AND MADE A REFUND OF THE UNUSED ADVANCE TO THE ATTORNEY.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14468

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

02-390-CD

VS.

WOLFE, JOSEPH F.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, APRIL 6, 2004 RETURN WRIT AS A SALE BEING HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, APRIL 6, 2004 THE DEED WAS FILED.

SHERIFF HAWKINS \$311.47
SURCHARGE \$40.00
PAID BY ATTORNEY

Sworn to Before Me This

16th Day Of April 2004

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

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

Household Finance Consumer Discount Company

Vs.

NO.: 2002-00390-CD

Joseph F. Wolfe and Linda M. Wolfe

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY, Plaintiff(s) from JOSEPH F. WOLFE and LINDA M. WOLFE, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See attached

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$29,578.55

PAID: \$127.00

INTEREST: \$

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 07/21/2003

Received this writ this 22nd day
of July A.D. 2003
At 9:30 A.M./P.M.

Chester A. Henklein
Sheriff by Cynthia Butler-Aughbaugh

Requesting Party: Terrance J. McCabe, Esq.
123 S. Broad St., Suite 2080
Philadelphia, PA 19109



William A. Shaw

Prothonotary/Clerk Civil Division

DESCRIPTION

ALL that certain piece, parcel or tract of land situate, lying and being in the ~~BOXCOURT OF MAHAFFEY~~, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin at the Northwest corner of the lot herein described, being at the intersection of South side of Spring Alley with the Eastern right of way of the Railroad, now known as Conrail; thence by the South side of Spring Alley, North seventy-five (75) degrees five (05) minutes East for a distance of one hundred thirty-six (136.0) feet to an iron pin at Reed Alley; thence by Reed Alley, South thirteen (13) degrees forty-five (45) minutes East for a distance of ninety-five and seven tenths (95.7) feet to an iron pin; thence across the end of the said Reed Alley and along line of land of Ivis Pennington, being the former James H. Davidson lot, North seventy-five (75) degrees five (05) minutes East for a distance of three hundred eighteen and ninety-five one hundredths (318.95) feet to an iron pin; thence through the land of the Clarence Pennington Estate, establishing a new line, South forty-eight (48) degrees forty-nine (49) minutes West for a

distance of three hundred sixty-four (364.0) feet to an iron pin on the Eastern right of way of the Railroad, now known as Conrail; thence by the Eastern line of the Railroad right of way, North forty-one (41) degrees eleven (11) minutes West for a distance of two hundred eighty-six and seventy-nine one hundredths (286.79) feet to an iron pin and the place of beginning. CONTAINING in all one (1.00) acre. FURTHER identified in the Clearfield County Assessment Office as Map No. 13-C12-15.

BEING KNOWN AS 60 Pennington Lane, Mahaffey, PA 15757

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME WOLFE

NO. 02-390-CD

NOW, February 6, 2004, 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 6TH day of FEBRUARY 20034 I exposed the within described real estate of JOSEPH F. WOLFE AND LINDA M. WOLFD to public venue or outcry at which time and place I sold the same to HOUESHOLD 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 | 15.84 |
| LEVY | 15.00 |
| MILEAGE | 15.84 |
| POSTING | 15.00 |
| CSDS | 10.00 |
| COMMISSION 2% | |
| POSTAGE | 10.43 |
| HANDBILLS | 15.00 |
| DISTRIBUTION | 25.00 |
| ADVERTISING | 15.00 |
| ADD'L SERVICE | 15.00 |
| DEED | 30.00 |
| ADD'L POSTING | |
| ADD'L MILEAGE | 63.36 |
| ADD'L LEVY | |
| BID AMOUNT | 1.00 |
| RETURNS/DEPUTIZE | |
| COPIES/BILLING | 15.00 |
| | 5.00 |
| BILLING/PHONE/FAX | 15.00 |
| TOTAL SHERIFF COSTS | 311.47 |
| DEED COSTS: | |
| ACKNOWLEDGEMENT | 5.00 |
| REGISTER & RECORDER | 28.50 |
| TRANSFER TAX 2% | |
| TOTAL DEED COSTS | 28.50 |

PLAINTIFF COSTS, DEBT & INTEREST:

| | |
|----------------------------------|------------------|
| DEBT-AMOUNT DUE | 29,578.55 |
| INTEREST | |
| TO BE ADDED | TO SALE DATE |
| ATTORNEY FEES | |
| PROTH. SATISFACTION | |
| LATE CHARGES & FEES | |
| COST OF SUIT -TO BE ADDED | |
| FORECLOSURE FEES/ESCROW DEFICIT | |
| ATTORNEY COMMISSION | |
| REFUND OF ADVANCE | |
| REFUND OF SURCHARGE | |
| SATISFACTION FEE | |
| ESCROW DEFICIENCY | |
| TOTAL DEBT & INTEREST | 29,578.55 |
| COSTS: | |
| ADVERTISING | 401.31 |
| TAXES - collector | RETURNED |
| TAXES - tax claim | 1,211.32 |
| DUE | |
| LIEN SEARCH | 100.00 |
| ACKNOWLEDGEMENT | 5.00 |
| DEED COSTS | 28.50 |
| SHERIFF COSTS | 311.47 |
| LEGAL JOURNAL AD | 180.00 |
| PROTHONOTARY | 127.00 |
| MORTGAGE SEARCH | 40.00 |
| MUNICIPAL LIEN | |
| TOTAL COSTS | 2,404.60 |

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

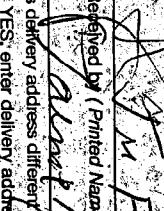
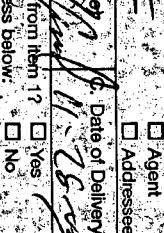
CHESTER A. HAWKINS, Sheriff

SENDER: COMPLETE THIS SECTION**COMPLETE THIS SECTION ON DELIVERY**

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

1. Article Addressed to:

Linda M. Wolfe
3133 Woodland Place
Akron, OH 44312

| | |
|---|---|
| A. Signature | <input checked="" type="checkbox"/> Agent |
|  | <input type="checkbox"/> Addressee |
| B. Received by (Printed Name) | Date of Delivery |
|  | 11/26/03 |
| C. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No | |

2. Article Number

7002 2410 0003 7224 1753

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes**PS Form 3811, August 2001**

Domestic Return Receipt

102505-024-1540

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only: No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

| | | | | | |
|------|------|------|------|------|------|
| 7224 | 7002 | 2410 | 0003 | 7224 | 1753 |
| FF | FF | FF | FF | FF | FF |

| | |
|---|---------|
| Postage | \$ 1.00 |
| Certified Fee | \$ 1.00 |
| Return Receipt Fee (Endorsement Required) | \$ 0.25 |
| Restricted Delivery Fee (Endorsement Required) | \$ 0.25 |
| Total Postage & Fees | \$ 4.65 |

46 Postmark
Here

7002 Linda M. Wolfe
3133 Woodland Place
Akron, OH 44312

| | |
|------|--|
| 7002 | Linda M. Wolfe 3133 Woodland Place Akron, OH 44312 |
|------|--|

See Reverse for Instructions

PS Form 3800, June 2002

LAW OFFICES
McCABE, WEISBERG & CONWAY, P.C.
 SUITE 2080
 FIRST UNION BUILDING
 123 SOUTH BROAD STREET
 PHILADELPHIA, PENNSYLVANIA 19109
 (215) 790-1010

SUITE 600
 216 HADDON AVENUE
 WESTMONT, NJ 08108
 (609) 858-7080
 FAX (609) 858-7020

TERRENCE J. McCABE

FAX (215) 790-1274

SUITE 5225
 500 FIFTH AVENUE
 NEW YORK, NY 10110
 (212) 575-1010
 FAX (212) 575-2537

November 4, 2003

Sheriff's Office
 Clearfield County Courthouse
 1 North Second Street
 Clearfield, PA 16830

RE: Household Finance CDC v. Joseph F. Wolfe and Linda M. Wolfe
 Property: 60 Penington Lane, Mahaffey, PA 15757
Civil Docket Number: 02-390-CD

Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the NOVEMBER 7, 2003 Sheriff's Sale. I am requesting at this time that you postpone this matter to the FEBRUARY 6, 2004 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,



TERRENCE J. McCABE

TJM/gm
 Enclosures
 SENT VIA FACSIMILE TRANSMITTAL--NUMBER 814-765-5915
 SHERIFF'S OFFICE-RECEIVED BY:

Terrence J. McCabe
 SIGNATURE

11-5-03
 DATE