

02-1044-CD

HOUSEHOLD FINANCE CONSUMER DISCOUNT -vs- IRVIN L. HOCKENBERRY

JR. et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HOUSEHOLD FINANCE CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

v.

IRVIN L. HOCKENBERRY, JR. and  
CHRISTINA M. HOCKENBERRY,

Defendants.

TRIAL DIVISION

CIVIL ACTION

NO. 02-1044-CJ

**COMPLAINT IN MORTGAGE  
FORECLOSURE**

Filed on behalf of:

Plaintiff, Household Finance Consumer  
Discount Company

Counsel of Record for this Party:

MICHAEL A. O'RORKE, ESQUIRE  
PA I.D. #53845

LAWRENCE J. MAIELLO, ESQUIRE  
PA I.D. #53482

MAIELLO, BRUNGO & MAIELLO, LLP  
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**FILED**

JUL 02 2002

William A. Shaw  
Prothonotary

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

HOUSEHOLD FINANCE CONSUMER )  
DISCOUNT COMPANY, )  
Plaintiff, )  
v. ) NO.  
IRVIN L. HOCKENBERRY, JR. and )  
CHRISTINA M. HOCKENBERRY, )  
Defendants. )

**NOTICE TO DEFEND**

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney, and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

David S. Meholic  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982

**THIS PLEADING SHALL SERVE TO PROVIDE VERIFICATION OF THE DEBT. A COPY OF THE NOTE AND MORTGAGE ARE ATTACHED TO THE COMPLAINT.**

**THIS CORRESPONDENCE AND ANY FUTURE CORRESPONDENCE FROM OUR FIRM ARE AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

HOUSEHOLD FINANCE CONSUMER )  
DISCOUNT COMPANY, )  
Plaintiff, )  
v. ) NO.  
IRVIN L. HOCKENBERRY, JR. and )  
CHRISTINA M. HOCKENBERRY, )  
Defendants. )

**COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW COMES Household Finance Consumer Discount Company, Inc., Assignee of FHB Funding Corp. by and through its attorneys, Michael A. O'Rorke, Esquire, Lawrence J. Maiello, Esquire and Maiello, Brungo & Maiello, LLP, and files this Complaint in Mortgage Foreclosure as follows:

1. Plaintiff is Household Finance Consumer Discount Company which has its principal place of business at 636 Grand Regency Boulevard, Brandon, FL 33510.
2. The Defendants are Irvin L. Hockenberry, Jr. and Christina M. Hockenberry individuals residing within the Commonwealth of Pennsylvania, whose last known address is 711 Centennial Street, Houtzdale, PA 16651-1315.
3. On or about April 20, 1998, Defendants Irvin L. Hockenberry, Jr. executed a Note ("Note") in favor of FHB Funding Corp. in the original principal amount of \$\$35,000.00. A true and correct copy of said Note is marked Exhibit "A," attached hereto and made a part hereof.
4. On or about April 20, 1998, as security for payment of the aforesaid Note, Defendants made, executed and delivered to FHB Funding Corp. a Mortgage in the original principal amount of \$35,000.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on May 6, 1998, in Book

1929, Page 595. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "B," attached hereto and made a part hereof.

5. On or about May 20, 1998, FHB Funding Corporation assigned the aforesaid Mortgage to Plaintiff pursuant to an Assignment of Mortgage.

6. Defendants are the record and real owners of the aforesaid mortgaged premises.

7. Defendants Irvin L. Hockenberry, Jr. and Christina M. Hockenberry are in default under the terms of the aforesaid Note for inter alia, failure to pay the monthly installments of principal and interest on said Note when due, which default also constitutes an event of default under the Mortgage.

8. Demand for payment in the amount due on the Note has been made upon Defendants by Plaintiff, but Defendants have failed and refused to pay.

9. On or about November 5, 2001, Defendant Irvin L. Hockenberry, Jr. was mailed a Notice of Homeowner's Emergency Mortgage Assistance Act of 1983, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983. True and correct copies of said Notices are marked Exhibit "C," attached hereto and made a part hereof.

10. On or about November 5, 2001, Defendant Irvin L. Hockenberry, Jr. was mailed a Notice of Intention to Foreclosure Mortgage in compliance with Act 6 of 1974, 41 P.S. § 101, et seq. True and correct copies of said Notices are marked Exhibit "D," attached hereto and made a part hereof.

11. On or about May 22, 2002, Defendant Christina M. Hockenberry was mailed an Act 160 Notice, which notice satisfies the requirements set forth in Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and Act 6 of 1974, 41 P.S. § 101, et seq. True and correct copies of said Notices are marked Exhibit "E," attached hereto and made a part hereof.

12. The amount due and owing Plaintiff under said Note and Mortgage, including attorney's fees authorized by said Mortgage, is as follows:

Principal	\$34,468.33
Interest to 6/19/02	\$ 3,462.22
Late Charges	\$ 538.34
Escrow Advance	\$ 30.00
Other Fees	\$ 1,230.89
Attorney's Fee	<u>\$ 800.00</u>
<b>TOTAL</b>	<b><u>\$40,529.78</u></b>

WHEREFORE, Plaintiff demand judgment in mortgage foreclosure for the amount due of \$40,529.78, with interest owed on the outstanding principal balance of \$34,468.33 at the contractual default rate from June 19, 2002 plus additional attorney's fees, advances and costs and for foreclosure and sale of the mortgaged premises.

RESPECTFULLY SUBMITTED,

MAIELLO, BRUNGO & MAIELLO, LLP

By: *Michael A. O'Rourke*  
Michael A. O'Rourke, Esquire  
Lawrence J. Maiello, Esquire  
Attorney for Plaintiff

CERTIFIED TRUE COPIE  
OF ORIGINAL

U.S. \$35000.00  
April 20, 1998

SIGNATURE

NOTE

Copy  
Number

CENTRE, PENNSYLVANIA

P.O. Box 275 Main Street, Ramey, PA 16671  
Property Address

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$35000.00 (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is FHB Funding Corp. (PA). I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder."

**2. INTEREST**

Interest will be charged on the unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 10.500 %. Interest will be charged until the principal has been paid in full.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making payments every month. I will make my monthly payments on the 24th day of each month beginning on May 24, 1998. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Unless applicable law provides otherwise, all payments will be applied first to accrued and unpaid interest to the date of payment and the remainder, if any, to the unpaid principal balance. Any late charges, collection costs and expenses, dishonored check charges and payments made by the Note Holder to enforce this Note and/or to protect the Note holder's interest under the Security Instrument (as defined in Section 9) will be assessed separately. If, on April 24, 2028, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at FHB Funding Corp. (PA), 1787 Sentry Parkway West, Bluebell, PA or at a different place if required by the Note Holder.

**(B) Amount of My Monthly Payments**

Each of my monthly payments will be in the amount of U.S. \$ 320.16.

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due. Any payment of principal only is known as a "prepayment".

I may make a full prepayment or partial prepayments without paying any prepayment penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates or amounts of my monthly payments unless the Note Holder agrees in writing to those changes. Except as provided in section 5, the Note Holder earns any prepaid finance charge at the time the loan is made and no part of it will be refunded if I pay in full ahead of schedule.

**5. LOAN CHARGES**

If a law or regulation which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected, or to be collected, in connection with this loan exceed the permitted limits, then (i) any such interest and/or loan charges shall be reduced by the amount necessary to reduce the interest and/or other loan charges to the permitted limit and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any of my monthly payments by the end of ten (10) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be five percent (5%) of my scheduled payment of principal and interest. I will pay this late charge promptly but only once on each late payment. Any late charge will be in addition to interest on the then outstanding principal for each day the payment is late.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. If I am in default, and the original principal amount of this loan is over \$50,000, the Note Holder may require me to pay immediately the full unpaid principal balance plus accrued and unpaid interest and any other amounts I then owe under this loan. However, if the original principal amount of my loan is \$50,000 or less, and I am in default, the Note Holder will send me a written notice telling me that if I do not pay the overdue amount plus permitted costs and expenses by a certain date the Note Holder may require me to pay immediately the full unpaid principal balance plus accrued and unpaid interest and any other amounts I then owe under this loan. That date must be at least 30 days after the date on which the notice is mailed to me or, if it is not mailed, 30 days after the date on which it is delivered to me.

EXHIBIT

"A"

**(C) No Waiver by Note Holder.**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(D) Payment of Note Holder's Costs and Expenses**

If I default, whether or not the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees not prohibited by applicable law. Those expenses include for example, reasonable attorneys' fees not prohibited by applicable law. I will also pay a charge of \$10 plus any actual bank charges for each dishonored check, draft or other instrument issued by me in payment on this loan.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3 above or at a different address if I am given a notice of that different address.

**8. BORROWER'S WAIVERS**

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); and (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else (i) who agrees to keep the promises made in this Note, or (ii) agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or (iii) who signs this Note to transfer it to someone else (known as "guarantors, sureties, and endorsers"), also waives these rights.

**9. THIS NOTE COVERED BY A SECURITY INSTRUMENT**

A Security Instrument of even date containing a description of my real property protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. This Note is secured by that Security Instrument. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note. If I do not keep the promises which I make in this Note, I may lose my real property.

**10. RESPONSIBILITIES OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed plus the charges as described in Sections 6(A) and 6(D) and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of the Note (as described in Section 8 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 8 above) is also obligated to keep all of the promises made in this Note.

**11. APPLICABLE LAW**

This Note shall be governed by the laws of the COMMONWEALTH of PENNSYLVANIA and any applicable federal law. In the event of a conflict between any provision of this Note and any federal or PENNSYLVANIA statute, law or regulation in effect as of the date of this Note, the statute, law or regulation shall control to the extent of such conflict and the conflicting provision contained in this Note shall be without effect. All other provisions of this Note will remain fully effective and enforceable.

Witness the Hand(s) and Seal(s) of the Undersigned

  
Irvin L. Hockenberry, Jr. (Seal)  
(Borrower)

\_\_\_\_\_  
(Seal)  
(Borrower)

\_\_\_\_\_  
(Seal)  
(Borrower)

\_\_\_\_\_  
(Seal)  
(Borrower)

**RIDER TO MORTGAGE NOTE**

**Borrower(s) Names:**  
Irvin L. Hockenberry, Jr.

**Property Address:** P.O. Box 275 Main Street, Ramey, PA 16671

**Date of Note:** April 20, 1998

**Principal Amount of Note:** 35000.00

**Lender:** FHB Funding Corp. (PA)

This Rider is annexed to and made a part of a mortgage note (the "Note") described above and amends the terms of the Note.

In the event that the loan evidenced by this Note funds after its scheduled funding date, then, notwithstanding the payment dates stated in this Note and elsewhere in the related loan documents and disclosures, the date of the first payment under the Note will be the numerical day in the calendar month following the month in which funding occurs which corresponds to the funding date. If there is no corresponding day in the following month, the first payment date will be the last day of the calendar month following the month in which funding occurs. Subsequent monthly payments will be due on the same numerical day of the month as the first payment due date. The maturity date of the Note will be 30 years (360 months) following the date of funding of the loan.

All other terms of the Note, the mortgage or security instrument securing the Note and the other loan documents remain unchanged.

The undersigned have read and understand the contents of this Rider and agree to its terms and conditions.

**BORROWERS:**

*Irvin L. Hockenberry, Jr.*

[Space Above This Line For Recording Data]

Prepared by: \_\_\_\_\_

**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on April 20, 1998. The mortgagor is Irvin L. Hockenberry, Jr., whose address is P.O. Box 275 Main Street, Ramey, PA 16671 ("Borrower"). This Security Instrument is given to FHB Funding Corp. (PA), which is organized and existing under the laws of New York and whose address is 1787 Sentry Parkway West, Bluebell, PA ("Lender"). Borrower owes Lender the principal sum of thirty - five thousand and 00/100 dollars Dollars (U.S. \$35000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments with the full debt, if not paid earlier, due and payable on April 24, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at the rate set forth in the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For these purposes Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in Clearfield County, COMMONWEALTH of PENNSYLVANIA.

If this box is checked see Schedule A annexed hereto and made a part hereof, which has the address of P.O. Box 275 Main Street, Ramey, PA 16671 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest and Other Charges.** Subject to paragraph 10 below, Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges, collection costs and expenses and dishonored check charges as provided in the Note.

**2. Application of Payments.** Unless applicable law provides otherwise, Lender will apply each of Borrower's payments under the Note first to accrued and unpaid interest under the Note to the date of payment and the remainder, if any, to the unpaid principal balance under the Note. Any late charges (5% of any payment not made by the end of 10 calendar days after the date it is due if such late charge is set forth in the Note), collection costs and expenses, dishonored check charges and payments made by Lender to enforce the Note and/or to protect Lender's interests under this Security Instrument will be assessed separately.

**3. Prior Mortgage; Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and receipts evidencing such payments.

Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security instrument with, creating or having a priority over this Security Instrument, including but not limited to, Borrower's covenant to make payments when due. Borrower shall promptly discharge any lien which has priority over this Security Instrument (other than a senior mortgage, deed of trust or other security instrument approved by Lender at the time of origination of this Security Instrument and with respect to which Borrower complies with the provisions of the immediately preceding sentence) unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**EXHIBIT**

"B"

tabbles\*

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**LEGAL DESCRIPTION**

File No. SS/1469

Mortgagee FHB Funding Corp. (PA)

Mortgagor Irvin L. Hockenberry, Jr.

All that certain parcel of land and improvements thereon situate in Ramey Borough, Clearfield County, Pennsylvania and designated as Parcel No. 17-L15-366-3 and more fully described in a Deed dated 12/26/1995 and recorded in Clearfield County Deed/Record Book Volume 1729 , page 166.

**4. Hazard or Property 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 any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires, not to exceed the full replacement cost of the buildings and improvements on the Property. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 6.

All insurance policies and renewals must be acceptable to Lender and must 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. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds; Condominiums; Planned Unit Developments.** Unless Borrower's loan application and Lender's loan approval provided that the Property was not required to be occupied as Borrower's principal residence, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least 1 year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate; or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing. If this Security Instrument 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.

**6. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, paying insurance premiums, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate set forth in the Note if permitted by law or, if not, at the highest lawful rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**7. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**8. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender and applied to the amount secured by this Security Instrument, subject to the terms of any senior mortgage, deed of trust or other security instrument. Any excess will be paid to the persons legally entitled to it. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of such payments.

**9. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extensions of the time for payment or modifications of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**10. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower subject to the provisions of paragraph 17 (B). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent and without thereby impairing that Borrower's obligations and liability hereunder.

**11. Loan Charges.** If the loan secured by this Security Instrument is subject to a law or regulation which sets maximum loan charges, and that law or regulation is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such interest and/or other loan charges shall be reduced by the amount necessary to reduce the interest and/or other loan charges to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment.

**12. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph 12.

**13. Governing Law; Severability.** This Security Instrument shall be governed by federal law, including the Alternative Mortgage Transaction Parity Act of 1982 and applicable regulations if the Note is a balloon payment note, Pennsylvania law and any local law that applies in the place in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**14. Borrower's Copy.** Borrower acknowledges receipt of photocopy or a conformed copy of the Note and of this Security Instrument.

**15. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 12 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**16. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**17. Lender's Rights if Borrower Fails to Keep Promises and Agreements.** If any of the events or conditions described in subparagraphs (A), (B), (C), (D), (E) or (F) of this paragraph 17 shall occur, then (i) if the original principal amount of the Note exceeds \$50,000, Lender may require that Borrower pay immediately the entire amount remaining unpaid under the Note and this Security Instrument; or (ii) if the original principal amount of the Note is \$50,000 or less, Lender, after giving Borrower timely notice of Borrower's right to cure as is then required by applicable law and Borrower's failure to cure within the time period set forth in such notice, may require that Borrower pay immediately the entire amount remaining unpaid under the Note and this Security Instrument. This requirement will be called "Immediate Payment in Full."

If Lender requires Immediate Payment In Full, Lender may bring a lawsuit to take away all of Borrower's remaining rights in the Property and to have the Property sold. At this sale Lender or another person may acquire the Property. This is known as "foreclosure and sale." If the proceeds of this sale are insufficient to repay Lender the amounts due to Lender from Borrower under the Note and under this Security Instrument, Lender may, to the extent not limited or prohibited by law, obtain a court judgment against Borrower personally for the difference between all amounts due from Borrower under the Note and this Security Instrument and the sale proceeds. In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs and expenses of the foreclosure and sale allowed by law. This includes attorney's fees and costs of title evidence permitted by Rules of Court, and attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction). All such sums as may come due will be secured by the lien of this Security Instrument.

Lender may require Immediate Payment In Full under this paragraph 17, if:

(A) Borrower fails to make any payment required by the Note or this Security Instrument when it is due; or

(B) Except in those circumstances in which federal law otherwise provides, all or any part of the Property, or any right in the Property, is sold or transferred without Lender's prior written consent (or, if Borrower is not a natural person, if a beneficial interest in Borrower is sold or transferred); or

(C) On application of Lender, two or more insurance companies licensed to do business in the State in which the Property is located refuse to issue policies insuring the buildings and improvements on the Property; or

(D) Borrower fails to make any payment required by any senior mortgage, deed of trust or other security instrument encumbering or affecting the Property, or Borrower fails to keep any other promise or agreement in any senior mortgage, deed of trust or other security instrument encumbering or affecting the Property; or

(E) Borrower fails to keep any other promise or agreement in this Security Instrument within the time set forth, or if no time is set forth in this Security Instrument, then within the time set forth in the notice sent to Borrower by Lender; or

(F) Any representation made or information given to Lender by Borrower in connection with Borrower's application for the loan evidenced by the Note is false or misleading in any material respect.

**18. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property to the extent that rents are not being collected by the holder of an assignment of rents which has priority over this Security Instrument, provided that prior to acceleration hereof or abandonment of the Property, Borrower shall have the right to collect and retain such rents as they become due and payable. Upon acceleration hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or 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 Security Instrument. Any receiver shall be liable to account only for those rents actually received.

**19. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay all costs of recordation, if any.

**20. No Claim of Credit for Taxes.** Borrower will not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments or charges. Borrower will not claim any deduction from the taxable value of the Property by reason of this Security Instrument

21. **Interest Rate After Judgment.** Borrower agrees that 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.

22. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider
<input type="checkbox"/> Other(s) [(specify)]	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witness:

LeAnn D. Houser

Irvin L. Hockenberry, Jr. Borrower

LeAnn D. Houser

Christina M. Hockenberry Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: FHB Funding Corp. (PA), 1787 Sentry Parkway West, Bluebell, PA, .

On behalf of the Lender. By: LeAnn D. Houser Title: \_\_\_\_\_

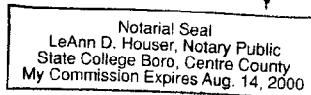
COMMONWEALTH OF PENNSYLVANIA, CENTRE COUNTY ss:

On this, April 20, 1998 before me, the undersigned officer, personally appeared Irvin L. Hockenberry, Jr. known to me (or satisfactorily proven) to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires:

LeAnn D. Houser  
Title of Officer



**CLEARFIELD COUNTY**  
**ENTERED OF RECORD**  
TIME 3:15 PM 5-2-98  
BY Karen L. Starck  
FEES 19.50  
Karen L. Starck, Recorder

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



Karen L. Starck  
Karen L. Starck  
Recorder of Deeds

ASSIGNMENT OF MORTGAGE (DEED OF TRUST) WITH COVENANT

KNOW THAT:

FHB Funding Corp. (PA), with its principal place of business located at:  
250 OLD COUNTRY ROAD, SUITE 201 MINEOLA, NEW YORK 11501, Assignor  
in consideration of ONE AND 00/100 (\$1.00) dollar, and other good and valuable consideration paid by

Assignee

hereby assigns unto the assignee,

Mortgage(Deed of Trust) (Security Instrument) dated 04/20/98 made by Irvin L. Hockenberry, Jr. to FHB Funding Corp. (PA) in the principal sum of thirty - five thousand and 00/100 dollars (\$35000.00) and recorded in the Office of the Clerk (Recorder)(Register) of the County of Clearfield in Liber(Reel)(Book) of Mortgages (Deeds), at Page on , covering premises known as: P.O. Box 275 Main Street, Ramey, PA 16671 as more fully described in said mortgage, and also known as Assessor's Parcel No: -366-3

TOGETHER with the note described in said mortgage, and the moneys due and to grow due thereon with the interest; TO HAVE AND TO HOLD the same unto the assignee and to the successors, legal representatives and assigns of the Assignee forever.

AND the assignor covenants that there is now owing upon said mortgage, without offset or defense of any kind, the principal sum of \$35000.00 with interest thereon at 10.500% per centum per annum from 05/04/98

The word "assignor" or "assignee" shall be construed as if it read "assignors" or "assignees" whenever the sense of the instrument so requires.

In witness whereof the assignor has duly executed this assignment May 20, 1998.

IN PRESENCE OF:

FHB FUNDING CORP.

ATTEST:

BY:

Joel Hand, Chairman

Loan No. 19980402007

State of New York, County of Nassau ss:

On May 20, 1998 before me personally came Joel Hand to me known, who, being by me duly sworn, did depose and say that he does business at 250 Old Country Road, Suite 201, Mineola, New York 11501; that he is the Chairman of FHB FUNDING CORP., the corporation described in and which executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the same for and on behalf of the corporation.

LAURIE D. KEUFTERIAN  
Notary Public, State of New York  
No. 01KE4884303  
Qualified in Nassau County  
Commission Expires Jan. 26, 1999

RECORD AND RETURN TO:

FHB FUNDING CORP.  
Packaging Department  
250 Old Country Road  
Suite 201  
Mineola, New York 11501

Notary  
ASSIGNMENT OF MORTGAGE WITH COVENANT  
Title Number: SS/1469  
Section: -366-3  
Block:  
Lot:  
County/Town: Clearfield  
District: 17-L15  
Assessor's Parcel No: -366-3

Certified to be true copy  
of (Mortgage/Assignment),  
original which has been  
delivered to the County  
Clerk's office of CLEARFIELD  
for recording

Signed

LOAN NO	DATE	LETTER	VER	REQ	DESCRIPTION	DATE
0854786	11/05/01	XC534	022	TNB	ACT 91 Cert Mail PA Breach	12/08/01

November 05, 2001

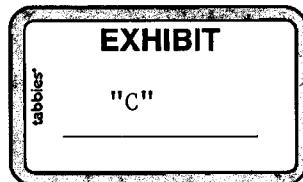
Irvin Hockenberry Jr  
P O Box 275  
Ramey, PA 16671

RE: Loan No: 085478-6

Property Location: South Side Of Main St  
Ramey PA 16671

Dear Borrower:

PF: 1 SC F



LOAN NO	DATE	LETTER	VER	REQ	DESCRIPTION	DATE
0854786	11/05/01	XC534	022	TNB	ACT 91 Cert Mail PA Breach	12/08/01

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with the provisions of the Homeowner's Emergency Assistance Act of 1983 (the "Act"). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control, and if you meet the eligibility requirements of the Act as determined by the Pennsylvania Housing Finance Agency. Please read all of this Notice. It contains an explanation of your rights.

Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time, you must arrange and attend a face-to-face meeting with a representative of this lender, or with a designated consumer credit counseling agency. The purpose of that meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. This meeting must occur in the next thirty (30) days.

If you attend a face-to-face meeting with this lender, or with a consumer credit counseling agency identified in this notice, no

PF: 1 SC F 2 SC B

LOAN NO	DATE	LETTER	VER	REQ	DESCRIPTION	DATE
0854786	11/05/01	XC534	022	TNB	ACT 91 Cert Mail PA Breach	12/08/01

further proceedings in mortgage foreclosure may take place for (30) days after the date of this meeting. The name, address and telephone number of our representative is:

Terrence McCabe  
123 S. Broad St., Suite 2080  
Philadelphia PA 19109  
Telephone 215/790-1010  
Facsimile 215/790-1274

The names and addresses of designated consumer credit counseling agencies are shown on the attached sheet. It is only necessary to schedule one face-to-face meeting. You should advise this lender immediately of your intentions.

Your mortgage is in default because you have failed to pay promptly, installments of principal and interest as required for a period of at least sixty (60) days. The total amount of the delinquency is \$ 2378.04. That sum includes the following: 2 monthly payments

PF: 1 SC F 2 SC B

Page: 1 Document Name: sara

LOAN NO	DATE	LETTER	VER	REQ	DESCRIPTION	DATE
0854786	11/05/01	XC534	022	TNB	ACT 91 Cert Mail PA Breach	12/08/01

of \$ 320.16 each, late charges of \$ 522.33 and NSF of \$.00.

PF: 1 SC F 2 SC B

LOAN NO	DATE	LETTER	VER	REQ	DESCRIPTION	DATE
0854786	11/05/01	XC534	022	TNB	ACT 91 Cert Mail PA Breach	12/08/01

If you have tried and are unable to resolve this problem at or after your face-to-face meeting, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowner's Emergency Assistance Application with one of the designated consumer credit counseling agencies listed on the attachment. An application for assistance may only be obtained from a consumer credit counseling agency. The consumer credit counseling agency will assist you in filling out your application and will submit your completed application to the Pennsylvania Housing Finance Agency. Your application must be filed or postmarked, within thirty (30) days of your face-to-face meeting.

It is extremely important that you file your application promptly. If you do not do so, or if you do not follow the other time periods set forth in this letter, foreclosure may proceed against your home immediately.

Available funds for emergency mortgage assistance are very limited.

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LOAN NO	DATE	LETTER	VER	REQ	DESCRIPTION	DATE
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They will be disbursed by the Agency under the eligibility criteria established by the Act.

It's extremely important that your application is accurate and complete in every respect. The Pennsylvania Housing Agency has sixty (60) days to make a decision after it receives your application. During that additional time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Agency of its decision on your application.

The Pennsylvania Housing Agency is located at 2101 North Front Street, P.O. Box 8029, Harrisburg, PA 17105. Telephone number: (717) 780-3800 or (800) 342-2397 (toll free number). Persons with impaired hearing can call 1-800-342-2397.

In addition you may receive another notice from this lender under Act 6 of 1974. That notice is called a "Notice of Intention to Foreclose". You must read both notices, since they both explain rights that you now have under Pennsylvania law. However, if you choose to exercise

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LOAN NO	DATE	LETTER	VER	REQ	DESCRIPTION	DATE
0854786	11/05/01	XC534	022	TNB	ACT 91 Cert Mail PA Breach	12/08/01

your rights described in this notice, you cannot be foreclosed upon while you are receiving that assistance.

Sincerely,  
HOUSEHOLD MORTGAGE SERVICES      XC534/TNB/085478-6 (Certified Mail)

PF:      2 SC B

LOAN NO	DATE	LETTER	VER	REQ	DESCRIPTION	DATE
0854786	11/05/01	XC535	020	TNB	ACT 6 Cert Mail PA Breach	12/08/01

\*\*\* (ACT 6) \*\*\*

November 05, 2001

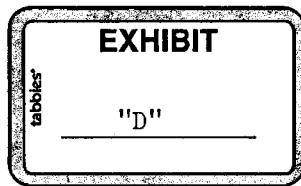
Irvin Hockenberry Jr  
P O Box 275  
Ramey, PA 16671

RE: Loan No: 085478-6  
Property Location: South Side Of Main St  
Ramey PA 16671

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

Dear Mortgagor:

PF: 1 SC F



LOAN NO	DATE	LETTER	VER	REQ	DESCRIPTION	DATE
0854786	11/05/01	XC535	020	TNB	ACT 6 Cert Mail PA Breach	12/08/01

The mortgage held or serviced by Household Mortgage Services hereinafter we, us or ours) on your property located at:

South Side Of Main St, Ramey PA 16671,  
IS IN SERIOUS DEFAULT because you have not made the monthly payments since 09-04-01 through today. The total amount required to bring your mortgage current is calculated below.

The last assessed late charge on this account was \$ 16.01, at the late charge rate of .05000 for each delinquent payment. As of today, late charges have accrued to the total amount of \$ 522.33. Other charges, including LIST CHARGES have accrued to the total amount of \$ .00. The total amount now required to cure this default and become current as of the date of this letter, is \$ 2378.04.

You may cure this default within THIRTY (30) DAYS of the date of this letter by paying \$ 2378.04, plus any additional monthly payments and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check, or money order, and made to:

PF: 1 SC F 2 SC B

LOAN NO	DATE	LETTER	VER	REQ	DESCRIPTION	DATE
0854786	11/05/01	XC535	020	TNB	ACT 6 Cert Mail PA Breach	12/08/01

Household Mortgage Services  
Attn: Risk Management  
P.O. Box 2369  
Brandon, FL 33509-2369

If you do not cure the default within THIRTY (30) DAYS, we intend to exercise the lender's right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off the original mortgage in monthly installments.

If full payment of the amount of default is not made within thirty (30) days, the lender also intends to instruct our law firm to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff or other similar official to pay off the mortgage debt. If you cure the default before we begin legal proceedings against you, you will still

have to pay the reasonable attorney's fees actually incurred, up to

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LOAN NO	DATE	LETTER	VER	REQ	DESCRIPTION	DATE
0854786	11/05/01	XC535	020	TNB	ACT 6 Cert Mail PA Breach	12/08/01

\$50.00. However, if the legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fee will be added to whatever you owe the lender, which may also include our reasonable costs. If you cure the default within the thirty day period, you will not be required to pay attorney's fees. The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

If you have not cured the default within the thirty (30) day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one (1) hour before the sheriff's or other similar official's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments, plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirements under the mortgage. It is estimated that the earliest date that such a sheriff's or other similar official's sale could be held would be approximately seven (7) months from today. A notice of the date of the sheriff's or similar official's sale will be sent to

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LOAN NO	DATE	LETTER	VER	REQ	DESCRIPTION	DATE
0854786	11/05/01	XC535	020	TNB	ACT 6 Cert Mail PA Breach	12/08/01

you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at (800) 395-3489. This payment must be cash, cashier's check, certified check or money order and made payable to us at the address stated above. You should realize that a sheriff's or other similar official's sale will end your ownership of the mortgaged property, and your right to remain in it. If you continue to live in the property after the sheriff's or other similar official's sale, a lawsuit could be started to evict you.

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LOAN NO	DATE	LETTER	VER	REQ	DESCRIPTION	DATE
0854786	11/05/01	XC535	020	TNB	ACT 6 Cert Mail PA Breach	12/08/01

You shall have the right to assert in the foreclosure proceedings the non-existence of a default or any other defense that you may have to acceleration of foreclosure. You have additional rights to help protect your interest in the property. You have the right to sell the property to obtain money to pay off the mortgage debt, or to borrow money from another lending institution to pay off this debt. You may have the right to sell or transfer the property subject to the mortgage to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale, and that the other requirements under the mortgage are satisfied. Contact us to determine under what circumstances this right might exist. You have the right to have this default cured by any third party acting on your behalf. If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

Sincerely,  
HOUSEHOLD MORTGAGE SERVICES      XC535/TNB/085478-6      (Certified Mail)

PF:      2 SC B

*MAY 22 2002*

# ACT 160 NOTICE

## TAKE ACTION TO SAVE YOUR HOME

### FROM FORECLOSURE

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

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

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

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

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

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

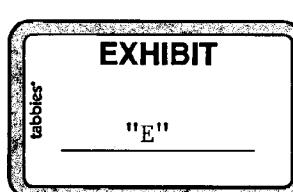
HOMEOWNERS NAME(S): Christina M. Hockenberry

PROPERTY ADDRESS: 711 Centennial Street  
Houtzdale, PA 16651-1315

LOAN ACCOUNT NUMBER: 0854786

ORIGINAL LENDER: FHB Funding Corp.

CURRENT LENDER/SERVICER: Household Finance Consumer Discount Company



## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT** – The MORTGAGE debt held by the above lender on your property located at

711 Centennial Street, Houtzdale, PA 16651

IS SERIOUSLY IN DEFAULT because:

A. **YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS** in the amount of \$320.16 for the months of August 2001 through December 2001, and the following amount is now past due: \$1,600.80

Other charges (explain/itemize):	\$ 538.34	Late Fees
	\$1,230.89	Other Fees Due
	\$ 30.00	Escrow Advance

**TOTAL AMOUNT PAST DUE:** \$3,400.03

B. **YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:** (Do not use if not applicable):

**HOW TO CURE THE DEFAULT** – You may cure the default within THIRTY (30) DAYS of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3,400.03, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Household Mortgage Services  
P.O. Box 2369  
Brandon, FL 33509-2369  
Attn: Risk Management

or, you may use Western Union Quick Collect (see enclosed flyer).

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE**. It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately Four (4) months from the date of this Notice. A Notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the requirement payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

James R. Yockey  
Household Mortgage Services  
636 Grand Regency Boulevard  
Brandon, FL 33510  
Telephone: 1-800-365-6730, Ext. 43514

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

**ASSUMPTION OF MORTGAGE** – You  may or  may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all

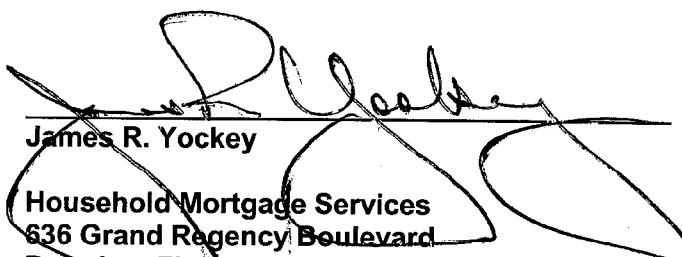
the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE (3) TIMES IN ANY CALENDAR YEAR).
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

ATTACHED ARE CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY:

Date: 05/23/02

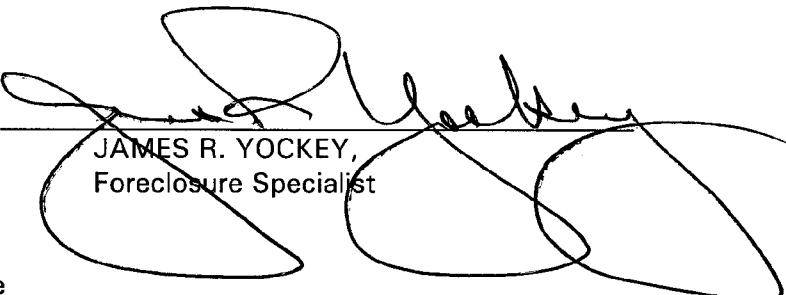
  
James R. Yockey  
Household Mortgage Services  
636 Grand Regency Boulevard  
Brandon, FL 33510  
Telephone: 1-800-365-6730, Ext. 43514

MAILED: CERTIFIED MAIL, RETURN RECEIPT REQUESTED  
FIRST-CLASS UNITED STATES MAIL

**AFFIDAVIT**

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF HILLSBOROUGH )

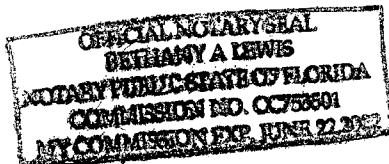
I, JAMES R. YOCKEY, being duly sworn according to law, depose and say that he is a Foreclosure Specialist for Household Financial Services, the within Plaintiff; that he makes this Affidavit on its behalf, being authorized to do so; and that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

  
JAMES R. YOCKEY,  
Foreclosure Specialist

Sworn to and subscribed before me

this 20th day of June, 2002.

  
Bethany A. Lewis  
Notary Public



**FILED**

cc Shff

7/11/02  
JUL 02 2002

~~Att  
Fees  
Total  
Amry pd. \$0.00~~

William A. Shaw  
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12721

HOUSEHOLD FINANCE CONSUMER DISCOUNT CO.

02-1044-CD

VS.

HOCKENBERRY, IRVIN L. JR. & CHRISTINA M.

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW JULY 26, 2002 AT 10:00 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON IRVIN L. HOCKENBERRY JR., DEFENDANT AT RESIDENCE, 711 CENTENNIAL ST., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO IDA HOCKENBERRY, MOTHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

NOW JULY 26, 2002 AT 10:00 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CHRISTINA M. HOCKENBERRY, DEFENDANT AT RESIDENCE, 711 CENTENNIAL ST., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO IDA HOCKENBERRY, MOTHER IN LAW A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

---

**Return Costs**

Cost	Description
105.90	SHFF. HAWKINS PAID BY: <i>atty</i>
20.00	SURCHARGE PAID BY: ATTY.

**FILED**

SEP 04 2002  
09.17  
*W.A. Shaw*

William A. Shaw  
Prothonotary

Sworn to Before Me This

4th Day Of September 2002  
William A. Shaw

So Answers,

Chester A. Hawkins  
Chester A. Hawkins  
Sheriff

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HOUSEHOLD FINANCE CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

v.

IRVIN L. HOCKENBERRY, JR. AND  
CHRISTINA M. HOCKENBERRY,

Defendants.

CIVIL DIVISION

NO. 02-1044-CD

**PRAECIPE TO ENTER DEFAULT  
JUDGMENT AGAINST DEFENDANTS**

Filed on behalf of:

Plaintiff, Household Finance Consumer  
Discount Company

Counsel of Record for this Party:

MICHAEL A. O'RORKE, ESQUIRE  
PA I.D. #53845

MAIELLO, BRUNGO & MAIELLO, LLP  
Firm #515  
One Churchill Park  
3301 McCrady Road  
Pittsburgh, PA 15235  
(412) 242-4400

**FILED**

SEP 12 2002

William A. Shaw  
Prothonotary

120310,11013.2

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

HOUSEHOLD FINANCE CONSUMER )  
DISCOUNT COMPANY, )  
Plaintiff, )  
v. ) NO. 02-1044-CD  
IRVIN L. HOCKENBERRY, JR. AND )  
CHRISTINA M. HOCKENBERRY, )  
Defendants. )

**PRAECIPE TO ENTER DEFAULT JUDGMENT AGAINST DEFENDANTS**

TO: PROTHONOTARY OF CLEARFIELD COUNTY:

Kindly enter judgment by default against Defendant(s) in the amount of \$40,529.78 plus court costs, attorney's fees, additional interests and penalties pursuant to 73 Pa. C.S.A. § 512 from this date forward for failure to answer Plaintiff's Complaint within Twenty (20) days from the date of service thereof.

I hereby certify that a written Notice of Intention to file the within Praecipe for Default Judgment was served on Defendant(s), Irvin L. Hockenberry and Christina M. Hockenberry by First-Class Mail, Postage Prepaid, on August 26, 2002. A copy of said Notice is attached hereto.

RESPECTFULLY SUBMITTED,  
MAIELLO, BRUNGO & BRUNGO, LLP

By: *Michael A. O'Rourke*  
Michael A. O'Rourke, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

HOUSEHOLD FINANCE CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

v.

IRVIN L. HOCKENBERRY, JR. and  
CHRISTINA M. HOCKENBERRY,

Defendants.

) NO. 02-1044-CD

10-DAY NOTICE

TO: IRVIN L. HOCKENBERRY, JR.  
711 Centennial Street  
Houtzdale, PA 16651-1315

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. 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 YOUR 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:

David S. Meholic  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982

RESPECTFULLY SUBMITTED,

MAIELLO, BRUNGO & MAIELLO, LLP

Dated: August 26, 2002

By: Michael A. O'Rorke

Michael A. O'Rorke, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

HOUSEHOLD FINANCE CONSUMER )  
DISCOUNT COMPANY, )  
Plaintiff, )  
v. ) NO. 02-1044-CD  
IRVIN L. HOCKENBERRY, JR. and )  
CHRISTINA M. HOCKENBERRY, )  
Defendants. )

**10-DAY NOTICE**

TO: CHRISTINA M. HOCKENBERRY  
711 Centennial Street  
Houtzdale, PA 16651-1315

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. 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 YOUR 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:

David S. Meholic  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982

RESPECTFULLY SUBMITTED,

MAIELLO, BRUNGO & MAIELLO, LLP

Dated: August 26, 2002

By: Michael A. O'Rorke  
Michael A. O'Rorke, Esquire  
Attorney for Plaintiff

FILED  
m 11:12 AM  
SEP 12 2002  
20.00

William A. Shaw  
Prothonotary

**COPY**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HOUSEHOLD FINANCE CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

v.

IRVIN L. HOCKENBERRY AND  
CHRISTINA M. HOCKENBERRY,

Defendants.

CIVIL DIVISION

NO. 02-1044-CD

**NOTICE OF DEFAULT JUDGMENT**

Filed on behalf of:

Plaintiff, Household Finance Consumer  
Discount Company

Counsel of Record for this Party:

MICHAEL A. O'RORKE, ESQUIRE  
PA I.D. #53845

MAIELLO, BRUNGO & MAIELLO, LLP  
Firm #515  
One Churchill Park  
3301 McCrady Road  
Pittsburgh, PA 15235  
(412) 242-4400

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

HOUSEHOLD FINANCE CONSUMER )  
DISCOUNT COMPANY, )  
Plaintiff, )  
v. ) NO. 02-1044-CD  
IRVIN L. HOCKENBERRY, JR. AND )  
CHRISTINA M. HOCKENBERRY, )  
Defendants. )

**NOTICE OF DEFAULT JUDGMENT**

TO: IRVIN L. HOCKENBERRY, JR.  
711 Centennial Street  
Houtzdale, PA 16651-1315

CHRISTINA M. HOCKENBERRY  
711 Centennial Street  
Houtzdale, PA 16651-1315

Please be advised that on September 12, 2002  
judgment in the amount of \$40,529.78 and court costs and interest was entered against you in  
the Court of Common Pleas of Clearfield County by default judgment.

---

Prothonotary

**FILED**

100 A/H  
MURKIN  
SEP 12 2002

Atty pd 2000

William A. Shaw  
Prothonotary  
Notice to each def.  
Statement to Atty

**COPY**

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

Household Finance Consumer Discount  
Company  
Plaintiff(s)

No.: 2002-01044-CD

Real Debt: \$40,529.78

Atty's Comm:

Vs.

Costs: \$

Int. From:

Irvin L. Hockenberry Jr.  
Christina M. Hockenberry  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 12, 2002

Expires: September 12, 2007

Certified from the record this 12th day of September, 2002

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

---

Plaintiff/Attorney

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

**Sheriff Docket # 13840**

**HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY**

**02-1044-CD**

**VS.**

**HOCKENBERRY, IRVIN L.**

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

**NOW, MARCH 31, 2003 @ 10:30 A.M. A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.**

**A SALE DATE OF JUNE 9, 2003 WAS SET.**

**NOW, APRIL 8, 2003 @ 11:19 A.M. O'CLOCK SERVED CHRISTINA M. HOCKENBERRY, DEFENDANT, AT HER PLACE OF RESIDENCE 711 CENTENNIAL STREET, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA 16651-1315, BY HANDING TO CHRISTINA M. HOCKENBERRY, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.**

**NOW, APRIL 8, 2003 @ 11:19 A.M. O'CLOCK SERVED IRVIN L. HOCKENBERRY, DEFENDANT, AT HIS RESIDENCE 711 CENTENNIAL STREET, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, 16651-1315, BY HANDING TO CHRISTINA M. HOCKENBERRY, WIFE/DEFENDANT, A TRUE AND ATTESTED ORIGINAL COPY OF THE WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.**

**FILED**  
*AP 2:37 PM*  
**AUG 15 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

**NOW, JUNE 6, 2003 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.**

**NOW, AUGUST 14, 2003 PAID COSTS FROM THE ADVANCE AND MADE A REFUND OF THE UNUSED ADVANCE TO THE ATTORNEY.**

**NOW, AUGUST 15, 2003 RETURN WRIT AS A SALE BEING HELD ON THE PROPERTY OF THE DEFENDANTS.**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13840

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

02-1044-CD

VS.

HOCKENBERRY, IRVIN L.

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

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THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

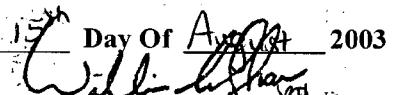
NOW, AUGUST 15, 2003 A DEED WAS FILED.

SHERIFF HAWKINS      \$211.05  
SURCHARGE      \$40.00  
PAID BY ATTORNEY

---

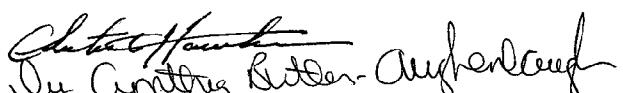
Sworn to Before Me This

15<sup>th</sup> Day Of August 2003



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

So Answers,

  
Chester A. Hawkins  
By Cynthia Bilder-Auerleben  
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.: 2002-01044-CD

Irvin L. Hockenberry Jr., and Christina M. Hockenberry

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY, Plaintiff(s) from IRVIN L. HOCKENBERRY, JR. and CHRISTINA M. HOCKENBERRY, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
- (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: \$40,529.78

PAID: \$120.00

INTEREST: \$2,341.12

SHERIFF: \$

PROTH. COSTS: \$

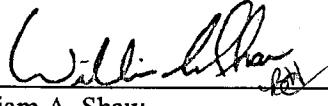
OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 02/14/2003

Received this writ this 24<sup>th</sup> day  
of February A.D. 2003  
At 2:00 A.M./P.M.

Christopher A. Waukeen  
Sheriff by Cynthia Butler-Augustbaugh

  
\_\_\_\_\_  
William A. Shaw

Prothonotary/Clerk Civil Division

Requesting Party: Michael A. O'Rorke, Esq.

Maiello, Brungo & Maiello, LLP  
One Churchill Park  
3301 McCrady Road  
Pittsburgh, PA 15235  
(412) 242-4400

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME      HOCKENBERRY      NO.      02-1044-CD

NOW,      June 6, 2003      , 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      JUNE      2003, I exposed the within described real estate of      IRVIN L. HOCKENBERRY, JR. AND CHRISTINA M. HOCKENBERRY to public venue or outcry at which time and place I sold the same to      HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY he/she being the highest bidder, for the sum of      \$1.00 + COSTS      and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	11.70
LEVY	15.00
MILEAGE	15.12
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	51.84
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
<b>TOTAL SHERIFF COSTS</b>	<b>279.10</b>
<b>DEED COSTS:</b>	
ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>28.50</b>

**PLAINTIFF COSTS, DEBIT & INTEREST:**

DEBT-AMOUNT DUE	40,529.78
INTEREST	2,341.12
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	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>42,910.90</b>
<b>COSTS:</b>	
ADVERTISING	211.05
TAXES - collector      TO 1/04	158.95
TAXES - tax claim      TO SEPT	735.79
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	279.10
LEGAL JOURNAL AD	54.00
PROTHONOTARY	120.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>1,732.39</b>

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HOUSEHOLD FINANCE CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

v.

IRVIN L. HOCKENBERRY, JR. AND  
CHRISTINA M. HOCKENBERRY,

Defendants.

CIVIL DIVISION

NO. 02-10~~144~~-CD

**AFFIDAVIT OF NON-MILITARY SERVICE**

Filed on behalf of:

Plaintiff, Household Finance Consumer  
Discount Company

Counsel of Record for this Party:

MICHAEL A. O'RORKE, ESQUIRE  
PA I.D. #53845

MAIELLO, BRUNGO & MAIELLO, LLP  
Firm #515  
One Churchill Park  
3301 McCrady Road  
Pittsburgh, PA 15235  
(412) 242-4400

**FILED**

SEP 12 2002

William A. Shaw  
Prothonotary

120309,11013.2

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

HOUSEHOLD FINANCE CONSUMER )  
DISCOUNT COMPANY, )  
Plaintiff, )  
v. ) NO. 02-1044-CD  
IRVIN L. HOCKENBERRY, JR. AND )  
CHRISTINA M. HOCKENBERRY, )  
Defendants. )

**AFFIDAVIT OF NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS;

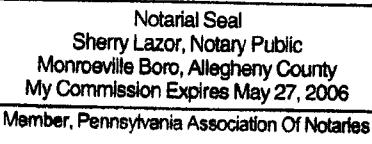
Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared MICHAEL A. O'RORKE, ESQUIRE, Attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that the Defendant(s) is/are not in the military service of the United States of America to the best of his knowledge, information and belief, and certifies that the Notice Of Intention To Take Default Judgment against Defendant(s) was/were mailed in accordance with Pa. R.C.P. § 237.1 as evidenced by the attached copy.

  
MICHAEL A. O'RORKE, ESQUIRE

SWORN to and subscribed before me this

9th day of September 2002

  
Notary Public



Member, Pennsylvania Association Of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

HOUSEHOLD FINANCE CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

v.

IRVIN L. HOCKENBERRY, JR. and  
CHRISTINA M. HOCKENBERRY,

Defendants.

) NO. 02-1044-CD

**10-DAY NOTICE**

TO: IRVIN L. HOCKENBERRY, JR.  
711 Centennial Street  
Houtzdale, PA 16651-1315

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. 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 YOUR 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:

David S. Meholic  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982

RESPECTFULLY SUBMITTED,

MAIELLO, BRUNGO & MAIELLO, LLP

Dated: August 26, 2002

By:

  
Michael A. O'Rorke, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

HOUSEHOLD FINANCE CONSUMER )  
DISCOUNT COMPANY, )  
Plaintiff, ) ) NO. 02-1044-CD  
v. )  
IRVIN L. HOCKENBERRY, JR. and )  
CHRISTINA M. HOCKENBERRY, )  
Defendants. )

10-DAY NOTICE

TO: CHRISTINA M. HOCKENBERRY  
711 Centennial Street  
Houtzdale, PA 16651-1315

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. 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 YOUR 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:

David S. Meholic  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982

RESPECTFULLY SUBMITTED,

MAIELLO, BRUNGO & MAIELLO, LLP

Dated: August 26, 2002

By: Michael A. O'Rorke  
Michael A. O'Rorke, Esquire  
Attorney for Plaintiff

FILED

311:30 AM  
SEP 12 2002

cc Atg  
EAD

William A. Haw  
Fiduciary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HOUSEHOLD FINANCE CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

v.

IRVIN L. HOCKENBERRY, JR. AND  
CHRISTINA M. HOCKENBERRY,

Defendants.

CIVIL DIVISION

NO. 02-1044-CD

**PRAECIPE FOR WRIT OF EXECUTION  
MORTGAGE FORECLOSURE**

Filed on behalf of:

Plaintiff, Household Finance Consumer  
Discount Company

Counsel of Record for this Party:

MICHAEL A. O'RORKE, ESQUIRE  
PA I.D. #53845

MAIELLO, BRUNGO & MAIELLO, LLP  
Firm #515  
One Churchill Park  
3301 McCrady Road  
Pittsburgh, PA 15235  
(412) 242-4400

**FILED**

FEB 14 2003

William A. Shaw  
Prothonotary

123723,11013.2

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

HOUSEHOLD FINANCE CONSUMER )  
DISCOUNT COMPANY, )  
Plaintiff, )  
v. ) NO. 02-1044-CD  
IRVIN L. HOCKENBERRY, JR. AND )  
CHRISTINA M. HOCKENBERRY, )  
Defendants. )

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Issue Writ of Execution in the above matter:

Amount Due	\$40,529.78
Interest From June 19, 2002	\$ 2,341.12
SUBTOTAL	\$42,870.90
(Costs to be added)	\$ _____
TOTAL	\$ _____

Prothonotary  
Costs  
120.00

RESPECTFULLY SUBMITTED,

MAIELLO, BRUNGO & MAIELLO, LLP

By: Michael A. O'Rorke  
Michael A. O'Rorke, Esquire  
Lawrence J. Maiello, Esquire  
Attorney for Plaintiff

Exhibit D Atty pd. 2000  
m1144 fed No cc  
FCB 14/2003

William A. Shaw  
Prothonotary

7 warrants issued to Sheriff but

returned to Atty ~~pd.~~

JEP

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

Household Finance Consumer Discount Company

Vs.

NO.: 2002-01044-CD

**COPY**

Irvin L. Hockenberry Jr., and Christina M. Hockenberry

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY, Plaintiff(s) from IRVIN L. HOCKENBERRY, JR. and CHRISTINA M. HOCKENBERRY, Defendant(s):

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

(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: \$40,529.78

PAID: \$120.00

INTEREST: \$2,341.12

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 02/14/2003

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

\_\_\_\_\_  
Sheriff

---

William A. Shaw  
Prothonotary/Clerk Civil Division

Requesting Party: Michael A. O'Rorke, Esq.  
Maiello, Brungo & Maiello, LLP  
One Churchill Park  
3301 McCrady Road  
Pittsburgh, PA 15235  
(412) 242-4400



**MAIELLO BRUNGO & MAIELLO, LLP**  
A T T O R N E Y S   A T   L A W

ONE CHURCHILL PARK  
3301 McCRADY ROAD  
PITTSBURGH, PA 15235

TEL: 412-242-4400  
FAX: 412-242-4377

NORTH HILLS  
7500 BROOKTREE DRIVE  
WEXFORD, PA 15090

TEL: 724-935-6990

February 10, 2003

Prothonotary of Clearfield County  
230 East Market Street  
Clearfield, PA 16830

Michael A. O'Rorke  
412-242-4400, Ext. 148  
mao@mbm-law.net

***In Re: Household Finance Consumer Discount Company v.  
Irvin L. Hockenberry and Christina M. Hockenberry  
No. 02-1044-CD***

Dear Sir or Madam:

Enclosed for filing please find the following:

1. Praecept for Writ of Execution;
2. This firm's check in the amount of \$20.00 to cover the filing fee; and
3. A self-addressed, stamped envelope for the return of the prepared Writ of Execution and our cash receipt.

Kindly contact the undersigned if there is anything else that you need.

Very truly yours,

Sherry Lazor  
Paralegal to Michael A. O'Rorke

Enclosures

**SALE DATE: JUNE 6, 2003**

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

**HOUSEHOLD FINANCE CONSUMER  
DISCOUNT COMPANY,**

Plaintiff,

v.

**IRVIN L. HOCKENBERRY, JR. AND  
CHRISTINA M. HOCKENBERRY,**

Defendants.

**CIVIL DIVISION**

**NO. 02-1044-CD**

**AFFIDAVIT OF SERVICE**

Filed on behalf of:

Plaintiff, Household Finance Consumer  
Discount Company

Counsel of Record for this Party:

**MICHAEL A. O'RORKE, ESQUIRE  
PA I.D. #53845**

**MAIELLO, BRUNGO & MAIELLO, LLP  
Firm #515  
One Churchill Park  
3301 McCrady Road  
Pittsburgh, PA 15235  
(412) 242-4400**

**FILED**

APR 17 2003

**William A. Shaw  
Prothonotary**

126438,11013.2

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

HOUSEHOLD FINANCE CONSUMER )  
DISCOUNT COMPANY, )  
Plaintiff, )  
) NO. 02-1044-CD  
v. )  
IRVIN L. HOCKENBERRY, JR. AND )  
CHRISTINA M. HOCKENBERRY, )  
Defendants. )

**AFFIDAVIT OF SERVICE**

COMMONWEALTH OF PENNSYLVANIA )  
) SS:  
COUNTY OF ALLEGHENY )

All lienholders, pursuant to Section 3129, were provided Notice of Sheriff's Sale by letter dated April 1, 2003, as evidenced by the attached copies of United States Postal Service Form 3817 Certificates of Mailing.

  
\_\_\_\_\_  
Michael A. O'Rorke, Esquire

SWORN to and subscribed before me  
this 15<sup>th</sup> day of April, 2003.

  
\_\_\_\_\_  
Notary Public

Notarial Seal  
Sherry Lazor, Notary Public  
Monroeville Boro, Allegheny County  
My Commission Expires May 27, 2006  
Member, Pennsylvania Association Of Notaries

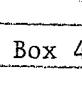
**SALE DATE: JUNE 6, 2003**

126438,11013.2

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:			
<u>Michael A. O'Rorke, Esquire</u> <u>3301 McCrady Road</u> <u>Pittsburgh, PA 15235</u>		 <b>0000</b> <b>\$0.90</b> <b>00039507-05</b>	
One piece of ordinary mail addressed to:			
<u>Clearfield County Domestic Relations</u> <u>230 East Market Street</u> <u>Clearfield, PA 16830-2448</u>		 <b>U.S. POSTAGE</b> <b>PAID</b> <b>PITTSBURGH, PA</b> <b>15235</b> <b>APR 01 03</b> <b>AMOUNT</b> <b>\$0.90</b> <b>00039507-05</b>	

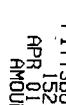
PS Form 3817, January 2001

1013.2

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:			
<u>Michael A. O'Rorke, Esquire</u> <u>3301 McCrady Road</u> <u>Pittsburgh, PA 15235</u>		 <b>0000</b> <b>\$0.90</b> <b>00039507-05</b>	
One piece of ordinary mail addressed to:			
<u>First Commonwealth Bank</u> <u>c/o First Commonwealth Corp.</u> <u>601 Philadelphia Street, P.O. Box 400</u> <u>Indiana, PA 15701</u>		 <b>U.S. POSTAGE</b> <b>PAID</b> <b>PITTSBURGH, PA</b> <b>15235</b> <b>APR 01 03</b> <b>AMOUNT</b> <b>\$0.90</b> <b>00039507-05</b>	

PS Form 3817, January 2001

1013.2

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:			
<u>Michael A. O'Rorke, Esquire</u> <u>3301 McCrady Road</u> <u>Pittsburgh, PA 15235</u>		 <b>0000</b> <b>\$0.90</b> <b>00039507-05</b>	
One piece of ordinary mail addressed to:			
<u>Tenant or Current Occupant</u> <u>P.O. Box 275</u> <u>Main Street</u> <u>Ramey, PA 16671</u>		 <b>U.S. POSTAGE</b> <b>PAID</b> <b>PITTSBURGH, PA</b> <b>15235</b> <b>APR 01 03</b> <b>AMOUNT</b> <b>\$0.90</b> <b>00039507-05</b>	

PS Form 3817, January 2001

1013.2