

02-1577-CD
CONSECO FINANCE CONS. DISC. CO. vs. JAMES A MCDIFFITT, JR.

LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ID# 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690
Attorney for Plaintiff

FILED

OCT 0 1 2007

William A. Shaw
Prothonotary

CONSECO FINANCE CONSUMER
DISCOUNT COMPANY
7360 SOUTH KYRENE
TEMPE, AZ 85283
PLAINTIFF

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

VS.

NO. 02-1577-02

JAMES A. MCDIFFITT, JR.
JANET MCDIFFITT
145 RACE STREET
CLEARFIELD, PA 16830
DEFENDANT(S)

COMPLAINT IN
MORTGAGE FORECLOSURE

COMPLAINT - CIVIL ACTION

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defense 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 NOTICE 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. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 Ext. 5982

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ID# 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690
Attorney for Plaintiff

CONSECO FINANCE CONSUMER
DISCOUNT COMPANY
7360 SOUTH KYRENE
TEMPE, AZ 85283
PLAINTIFF

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

VS.

NO.

JAMES A. MCDIFFITT, JR.
JANET MCDIFFITT
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COMPLAINT IN
MORTGAGE FORECLOSURE

CIVIL ACTION MORTGAGE FORECLOSURE

1. Conseco Finance Consumer Discount Company, (hereinafter referred to as "Plaintiff") is an Institution, conducting business under the Laws of the Commonwealth of Pennsylvania and brings this action to foreclosure the mortgage between James A. McDiffitt, Jr. and Janet McDiffitt, Mortgagor(s) (hereinafter referred to as "Defendant") and itself as Mortgagee. Said Mortgage was dated January 24, 2000 and was recorded in the Office of the Recorder of Deeds and Mortgages in Clearfield County in Mortgage Book and Page 200001387. A copy of the Mortgage is attached and made a part hereof as Exhibit 'A'.
2. The Mortgage is secured by Defendant(s) Note dated January 24, 2000 in the amount of \$39,000.00 payable to Plaintiff in monthly installments with an interest rate of 10.94%.
3. The land subject to the mortgage is:
145 Race Street, Clearfield, PA 16830.

4. The Defendants, James A. McDiffitt, Jr. and Janet McDiffitt are the real owners of the land subject to the mortgage and the Defendants' address is :
145 Race Street, Clearfield, PA 16830.
5. The Mortgage is now in default due to the failure of the Defendant(s) to make payments as they become due and owing. The following amounts are due:

Principal Balance	\$38,394.00
Interest to 9/23/2002	2,351.26
Accumulated Late Charges	304.40
Additional Interest (Extension)	1,049.25
Property Inspections	27.00
Attorney Fees/Costs	3,700.00
TOTAL	\$45,825.91

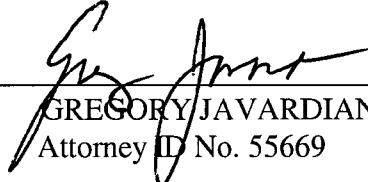
plus interest from 9/24/2002 at \$11.61 per day, costs of suit and attorney fees.

6. In accordance with the provisions of the Act of January 30, 1974, P.L. 13 No. 6, Section 403 (41 P.S. 403), a Notice of Intention to Foreclose is required and the Notice of Homeowners' Emergency Mortgage Assistance was sent to defendants July 31, 2002. The Defendant(s) have not cured the default.

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendant(s), in the sum of \$45,825.91 together with the interest from 9/24/2002 at \$11.61 per day, costs of suit and attorney fees.

Law Offices of Gregory Javardian

BY:


GREGORY JAVARDIAN
Attorney ID No. 55669

Commonwealth of Pennsylvania

Space Above This Line For Recording Data

Return To:
Conseco Finance
Attn: Trailing Documents Area
7360 South Kyrene Road
Tempe, AZ 85283

OPEN-END MORTGAGE

This Mortgage secures future advances

Application # 0001050900
Loan # 6906165409

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is January 24, 2000 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: James A McDiffitt Jr and Janet Losey n/k/a Janet McDiffitt

- ☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: Conseco Finance Consumer Discount Company
3401 Hartzdale Drive Suite 118
Camp Hill, Pennsylvania 17011

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

See Exhibit A

The property is located in Clearfield at 145 Race St
(County) Clearfield, Pennsylvania 16830
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 39,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)
Note dated January 24, 2000, between Conseco Finance Consumer Discount Company and James A McDiffitt Jr, for \$39,000.00, maturing February 2, 2025.

PENNSYLVANIA - MORTGAGE (NOT FOR FNMA, FHLMC, FHA OR VA USE)

©1994 Bankers Systems, Inc., St. Cloud, MN (1-800-397-2341) Form RE-MTG-PA 12/19/94
Form ID #111184

Jan (page 1 of 6)
J.M.

B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. ~~Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument.~~ Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

TAX PARCEL NO. 123-K08-251-71

ALL that certain lot or piece of ground situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a corner of lot on the Mill Road, now known as Race Street, and extending along said race Street south thirty three (33) degrees twenty four (24) minutes east a distance of forty (40) feet to iron pin and corner of Lot No. 3; thence along line of Lot No. 3 north fifty five (55) degrees thirty six (36) minutes east one hundred seventy six and nine tenths (176.9) feet to an iron pin at alley; thence along said alley north thirty four (34) degrees twelve (12) minutes west forty (40) feet to iron pin and corner of Lot No. 1; thence along the line of Lot No. 1 South fifty five (55) degrees thirty six (36) minutes west one hundred seventy-five (175) feet to iron pin on the Mill Road, now known as Race Street, THE PLACE OF BEGINNING.

BEING Lot No.2 in plan of lots of D.R. Woolridge in Lawrence Township adjacent to the Third Ward of Clearfield Borough.

BEING the same premises which C. Frederick Ralston and Gail C. Ralston, his wife, by deed dated June 20, 1994 and recorded June 24, 1994 in the Office of the recorder of Deeds for Clearfield County in Deed Book 1614 page 121, granted and conveyed to James W. Miller and Shirley A. Miller, his wife, as Tenants by the Entireties.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

11. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

12. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

Mortgagor agrees that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on the recording of this Security Instrument, and this assignment will remain effective until the Obligations are satisfied. Mortgagor agrees that Lender is entitled to notify Mortgagor or Mortgagor's tenants to make payments of Rents due or to become due directly to Lender after such recording, however Lender agrees not to notify Mortgagor's tenants until Mortgagor defaults and Lender notifies Mortgagor of the default and demands that Mortgagor and Mortgagor's tenants pay all Rents due or to become due directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

13. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

14. **DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

15. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

16. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

17. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.

C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.

D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

18. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

19. **INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

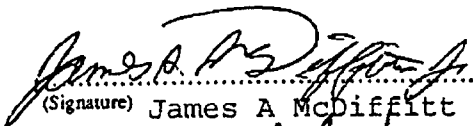
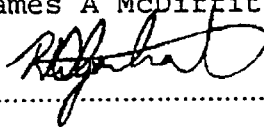
20. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
21. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
22. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
23. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
24. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
25. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives any right to appraisal relating to the Property.

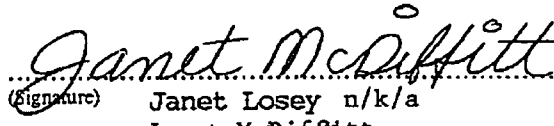
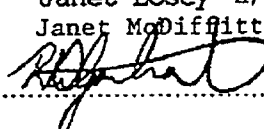
© 1994 B...
 HAREN L. STARCK
 REGISTER AND RECORDER
 CLEARFIELD COUNTY
 Pennsylvania
 INSTRUMENT NUMBER
 200001387
 RECORDED ON
 Jan 31, 2000
 2 46:33 PM
 RECORDING FEES - \$19.00
 RECORDER
 COUNTY IMPROVEMENT \$1.00
 FUND
 RECORDER
 IMPROVEMENT FUND \$1.00
 STATE WRIT TAX \$0.50
 TOTAL \$21.50
 Censeco Finance
 12/19/94

26. OTHER TERMS. If checked, the following are applicable to this Security Instrument:

- ☐ Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- ☐ Construction Loan. This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- ☐ Fixture Filing. Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- ☒ Purchase Money. This Security Instrument secures advances by Lender used in whole or in part to acquire the Property. Accordingly, this Security Instrument, and the lien hereunder, is and shall be construed as a purchase money mortgage with all of the rights, priorities and benefits thereof under the laws of the Commonwealth of Pennsylvania.
- ☐ NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.
- ☐ Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
- ☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other
- ☐ Additional Terms.

SIGNATURES: By signing below, Mortgagor, intending to be legally bound hereby, agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

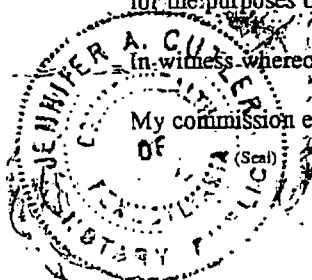

(Signature) James A McDuffitt Jr (Date) _____

(Witness) _____


(Signature) Janet Losey n/k/a Janet McDuffitt (Date) _____

(Witness) _____

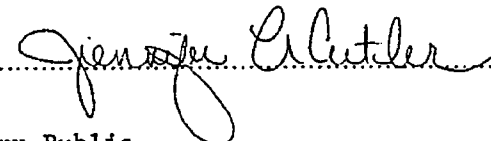
ACKNOWLEDGMENT:

COMMONWEALTH OF Pennsylvania, COUNTY OF Clearfield } ss.
(Individual) On this, the 24 day of January, 2000, before me
the undersigned officer, personally appeared James A McDuffitt Jr and Janet Losey n/k/a Janet
McDuffitt, known to me (or satisfactorily proven) to be
the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she executed the same
for the purposes therein contained.

In-witness whereof, I hereunto set my hand and official seal.



Notarial Seal
Jennifer A. Cutler, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires June 17, 2003


Notary Public
Title of Officer _____

It is hereby certified that the address of the Lender within named is: Conseco Finance Consumer Discount Company
3401 Hartzdale Drive Suite 118, Camp Hill, Pennsylvania 17011

NOTE

January 24, 2000 Clearfield Pennsylvania
 (Date) (City) (State)
 145 Race St Clearfield Pennsylvania 16830
 (Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$39,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Conesco Finance Consumer Discount Company, 3401 Hartzdale Drive Suite 118, Camp Hill, PA 17011.

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 is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 10.940 %. Interest will be charged beginning on January 28, 2000.

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) Scheduled Payments**

I will pay principal and interest by making payments when scheduled:

☒ I will make 300 payments of \$380.55 each on the 2nd of each Month

☒ I will make payments as follows: beginning on March 2, 2000

NOTICE: This is a mortgage subject to special rules under the federal Truth in Lending Act. Purchasers or assignees of this mortgage could be liable for all claims and defenses with respect to the mortgage that the borrower could assert against the creditor.

☒ In addition to the payments described above, I will pay a "balloon payment" of \$ on . The Note Holder will deliver or mail to me notice prior to maturity that the balloon payment is due. This notice will state the balloon payment amount and the date that it is due.

(B) Maturity Date and Place of Payments

I will make these payments as scheduled until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My scheduled payments will be applied to interest before principal. If, on February 2, 2025, 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 scheduled payments at Conesco Finance, 7360 South Kyrene Road, Tempe, AZ 85283 or at a different place if required by the Note Holder.

4. BORROWER'S RIGHT TO PREPAY AND PREPAYMENT PENALTY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so. ☐ I will pay a prepayment penalty of N/A.

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 date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, 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 loan charge shall be reduced by the amount necessary to reduce the charge 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 Charge for Overdue Payments**

If the Note Holder has not received the full amount of any scheduled payment by the end of 15 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 10.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment. * of the unpaid payment of \$20.00, whichever is greater.

(B) Default

If I do not pay the full amount of each scheduled payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) 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.

(E) Payment of Note Holder's Costs and Expenses

If 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.

MULTIPURPOSE FIXED RATE NOTE (MULTISTATE)

Bankers Systems, Inc., St. Cloud, MN Form GT-MPPFN-LAZ 10/21/98

111103

GT-15-00-092 (10/98) (page 1 of 2)

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(B) on page 1 of this Note or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person 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.

9. ARBITRATION

All disputes, claims, or controversies arising from or relating to this Agreement or the relationships which result from this Agreement, or the validity of this arbitration clause or the entire Agreement, shall be resolved by binding arbitration by one arbitrator selected by Lender with Borrower's consent. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, Title 9 of the United States Code. Judgment upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but that they prefer to resolve their disputes through arbitration, except as provided herein. **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY LENDER (AS PROVIDED HEREIN).** The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, will be subject to binding arbitration in accord with this agreement. Borrower agrees that Borrower shall not have the right to participate as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Agreement. The parties agree and understand that the arbitrator shall have all powers provided by law and the Agreement. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Notwithstanding anything hereunto the contrary, Lender retains an option to use judicial or non-judicial relief to enforce a security agreement relating to the collateral secured in a transaction underlying this arbitration agreement, to enforce the monetary obligation or to foreclose on the collateral. Such judicial relief would take the form of a lawsuit. The institution and maintenance of an action for judicial relief in a court to foreclose upon any collateral, to obtain a monetary judgment or to enforce the security agreement, shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Agreement, including the filing of a counterclaim in a suit brought by Lender pursuant to this provision.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. SECURED NOTE

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.


12. BALLOON PAYMENT DISCLOSURE

[Complete the balloon payment notice below if this Note provides for a balloon payment at Section 3(A) on page 1 of this Note.]

THIS LOAN IS PAYABLE IN FULLN/A.....

..... I MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE, WHICH MAY BE A LARGE PAYMENT. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. I WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT I MAY OWN, OR I WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER I HAVE THIS LOAN WITH, WILLING TO LEND ME THE MONEY. IF I REFINANCE THIS LOAN AT MATURITY, I MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF I OBTAIN REFINANCING FROM THE SAME LENDER.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

.....(Seal)
James A. McDiffie Jr.
.....Borrower

.....(Seal)
.....Borrower

.....(Seal)
.....Borrower

[Sign Original Only]

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

July 31, 2002

JAMES A. MC DIFFITT, JR.
145 RACE STREET
CLEARFIELD, PA 16830

JAMES A. MC DIFFITT, JR.
18 NORTH 5TH STREET APT 1
P.O. BOX 689
CLEARFIELD, PA 16830

JANET LOSEY N/K/A
JANET MC DIFFITT
145 RACE STREET
CLEARFIELD, PA 16830

JANET LOSEY N/K/A
JANET MC DIFFITT
18 NORTH 5TH STREET APT 1
P.O. BOX 689
CLEARFIELD, PA 16830

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

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

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

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

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

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

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

STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): JAMES A. MC DIFFITT, JR. & JANET LOSEY N/K/A
JANET MC DIFFITT
PROPERTY ADDRESS: 145 RACE STREET, CLEARFIELD, PA 16830
LOAN ACCT. NO.: 6906165409
ORIGINAL LENDER CONSECO FINANCE CONSUMER DISCOUNT COMPANY
CURRENT LENDER/SERVICER: CONSECO 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 (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 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 PURPOSE 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: 145 RACE STREET, CLEARFIELD, PA 16830 IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: 4/2/02 thru 7/2/02 at \$380.55 per month.

Monthly Payments Plus Late Charges Accrued:	\$1,712.45
NSF:	\$0.00
Property Inspections, etc:	\$0.00
Attorney fees:	\$50.00
Previous Attorney fees:	\$0.00
(Suspense)	(\$0.00)
TOTAL AMOUNT TO CURE DEFAULT	\$1,762.45

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS (Do not use if not applicable):
N/A

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 \$1,762.45 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payment must be made either by cashier's check, certified check or money order made payable and sent to: CONSECO FINANCE SERVICING CORP., 7360 SO. KYRENE, TEMPE, AZ 85283, ATTENTION: THOMAS CAMPBELL.

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable) N/A.

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 also intends to instruct its attorney to start legal action to foreclosure upon your mortgage property.

IF THE MORTGAGE IS FORECLOSED UPON- The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorney, 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 attorneys' 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 mortgage property could be held would be approximately SIX (6) MONTHS from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER-

CONSECO FINANCE SERVICING CORP.
7360 SO. KYRENE
TEMPE, AZ 85283

TEL NO. (888) 315-8733 EXT. 36305

ATTENTION: THOMAS CAMPBELL

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 XX 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 that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED.

Very truly yours,


ATTORNEY FOR LENDER

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT

1. This is an attempt to collect a debt and any information obtained will be used for the purpose.
2. Unless you dispute the validity of this debt, or any portion thereof, within thirty (30) days after receipt of this notice, the debt will be assumed to be valid by our offices.
3. If you notify our offices in writing within thirty (30) days of receipt of this notice that the debt, or any portion thereof, is disputed, our offices will provide you with verification of the debt or copy of the judgment against you, and a copy of such verification or judgment will be mailed to you by our offices.
4. If you notify our offices in writing within thirty (30) days of receipt of this notice, our offices will provide you with the name and address of the original creditor, if different from the current creditor.

CLEARFIELD COUNTY
HEMAP Counseling Agency List as of 4/1/02

CCCS of Northeastern PA
208 W. Hamilton Ave,
State College, PA 16801
(814) 238-3668

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
888-599-2227 ext 108


CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
888-599-2227 ext 108

Indiana Co. Community Action Program
827 Water Street
Indiana, PA 15701
(724) 465-2657

Keystone Economic Development Corp.
1954 Mary Grace Lane
Johnstown, PA 15901
8145356556

VERIFICATION

The undersigned hereby states that the statements made in the foregoing pleading are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.


Ruth Hernandez, Foreclosure Manager

FILED
Attg pd.
80.00
M 11:48 AM
OCT 09 2002
JCSH

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13154

CONSECO FINANCE CONSUMER DISCOUNT

02-1577-CD

VS.

MCDIFFIT, JAMES A. JR. & JANET

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW OCTOBER 28, 2002 AT 12:50 PM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JANET MCDIFFIT, DEFENDANT AT RESIDENCE, LAWRENCE PARK VILLAGE, APT. 1D, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JANET MCDIFFIT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: MCCLEARY/NEVLING

NOW OCTOBER 28, 2002 AT 2:50 PM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAMES A MCDIFFIT, JR., DEFENDANT AT EMPLOYMENT BAYER CLOTHING GROUP, CLFD-CURW HWY., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JAMES A. MCDIFFIT, JR. A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: NEVLING/MCCLEARY

Return Costs

Cost	Description
37.00	SHFF. HAWKINS PD BY ATTY.
20.00	SURCHARGE PD. BY ATTY.

FILED
218 BA NBCC
JAN 17 2003

William A. Shaw
Prothonotary

Sworn to Before Me This

17 Day Of January 2003
[Signature]

So Answers,

[Signature]
Chester A. Hawkins
Sheriff

LAW OFFICES OF GREGORY JAVARDIAN
By: GREGORY JAVARDIAN, ESQUIRE
IDENTIFICATION NO. 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

CONSECO FINANCE CONSUMER DISCOUNT
COMPANY
7360 SOUTH KYRENE
TEMPE, AZ 85283

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No.: 02-~~15~~77-CD

vs.

JAMES A. MCDIFFITT, JR.
145 RACE STREET
CLEARFIELD, PA 16830

JANET MCDIFFITT
LAWRENCE PARK VILLAGE
APT. 1D
CLEARFIELD, PA 16830

**PRAECIPE FOR JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against JAMES A. MCDIFFITT, JR.
and JANET MCDIFFITT, Defendant(s) for failure to file an Answer to Plaintiff's Complaint
within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and
assess Plaintiff's damages as follows:

As Set forth in Complaint	\$45,825.91
Interest	<u>1,381.59</u>
9/24/02 to 1/21/03	
TOTAL	\$47,207.50



I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as
shown above, and (2) that notice has been given in accordance with Rule 237.1, copy attached.

Damages are hereby assessed as indicated.

DATE: JAN. 27, 2003


GREGORY JAVARDIAN, ESQUIRE
Attorney for Plaintiff

PF O PROTHY

 **FILED** 
JAN 27 2003
M/11/30/03 10 20
William A. Shaw
Prothonotary/Clerk of Courts
NOTICE TO DEF:
STATE TO ATT.

CONSECO FINANCE CONSUMER
DISCOUNT COMPANY

Plaintiff

In The Court of Common Pleas

CLEARFIELD COUNTY

v.

NO. 02-1577-CD

JAMES A. MCDIFFITT, JR.
JANET MCDIFFITT

Defendants

TO: JAMES A. MCDIFFITT, JR.
JANET MCDIFFITT
145 RACE STREET
CLEARFIELD, PA 16830

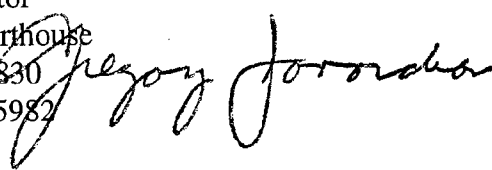
JAMES A. MCDIFFITT, JR.
JANET MCDIFFITT
18 N. 5TH STREET, APT. 1
P.O. BOX 689
CLEARFIELD, PA 16830

DATE OF NOTICE: DECEMBER 6, 2002

NOTICE, RULE 237.1
IMPORTANT NOTICE

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help.

David S. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
215-765-2641 ext. 5982


Gregory Javardian, Esquire
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966
(215) 942-9690
Attorney for Plaintiff

Usted se encuentra en estado de rebeldía por no haber tomado la acción requida de su parte en este caso. Al no tomar la acción debida dentro de un termino de diez (10) dias de esta notificación, el tribunal podra, sin necesidad de compararecer usted en corte o escuchar prueba alguna, dictar sentencia en su contra, usted puede perder bienes y otros derechos importantes. Debe llevar esta notificación a un abogado inmediatamente si usted no tiene abogado, o si no tiene dinero suficiente para tal servicio, vaya en persona o llame por telefono a la oficina, cuya dirección se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.

"NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT
THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE"

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS

TO: JAMES A. MCDIFFITT, JR.
145 RACE STREET
CLEARFIELD, PA 16830

JANET MCDIFFITT
LAWRENCE PARK VILLAGE, APT. 1D
CLEARFIELD, PA 16830

CONSECO FINANCE CONSUMER
DISCOUNT COMPANY

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Plaintiff

vs.

No.: 02-1577-CD

JAMES A. MCDIFFITT, JR.
JANET MCDIFFITT

Defendant(s)

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

☒ Judgment by Default

☐ Money Judgment

☐ Judgment in Replevin

☐ Judgment for Possession by Default

☐ Judgment on Award of Arbitration

☐ Judgment on Verdict

☐ Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:

ATTORNEY: Gregory Javardian, Esquire at this telephone number: (215) 942-9690

LAW OFFICES OF GREGORY JAVARDIAN
By: GREGORY JAVARDIAN, ESQUIRE
IDENTIFICATION NO. 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

CONSECO FINANCE CONSUMER
DISCOUNT COMPANY

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

vs.

No.: 02-1577-CD

JAMES A. MCDIFFITT, JR.
JANET MCDIFFITT

VERIFICATION OF NON-MILITARY SERVICE

GREGORY JAVARDIAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) Defendant(s), JAMES A. MCDIFFITT, JR. and JANET MCDIFFITT, is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) Defendant, JAMES A. MCDIFFITT, JR., is over 18 years of age, and resides at 145 RACE STREET, CLEARFIELD, PA 16830.

(c) Defendant, JANET MCDIFFITT, is over 18 years of age, and resides at LAWRENCE PARK VILLAGE, APT. 1D, CLEARFIELD, PA 16830.

(d) Plaintiff, CONSECO FINANCE CONSUMER DISCOUNT COMPANY, is an institution conducting business under the Laws of the Commonwealth of Pennsylvania with an address of 7360 SOUTH KYRENE, TEMPE, AZ 85283.

This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.



GREGORY JAVARDIAN, ESQUIRE

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

Conseco Finance Consumer Discount Company
Plaintiff(s)

No.: 2002-01577-CD

Real Debt: \$47207.50

Atty's Comm:

Vs.

Costs: \$

Int. From:

James A. McDiffitt Jr.
Janet McDiffitt
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 27, 2003

Expires: January 27, 2008

Certified from the record this January 27, 2003

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

**CONSECO FINANCE CONSUMER DISCOUNT
COMPANY**

vs.

**JAMES A. MCDIFFITT, JR.
JANET MCDIFFITT**

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PA

No. 02-1577-CD

PRAECIPE WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

To the Prothonotary:

Issue writ of execution in the above matter:

Amount Due \$47,207.50

Interest from 1/21/03 to \$
Date of Sale at \$7.76 per diem

Total \$

Plus Costs \$

Prothonotary costs 120.00



Attorney for Plaintiff(s)

Gregory Javardian, Esquire
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966

FILED

APR 22 2003

Note: Please furnish copy of description of Property.

William A. Shaw
Prothonotary

No. 02-1577-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA


CONSECO FINANCE CONSUMER
DISCOUNT COMPANY

vs.

JAMES A. MCDIFFITT, JR.
JANET MCDIFFITT

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:


Attorney for Plaintiff(s)

Address:

James A. McDiffitt, Jr.	Janet McDiffitt
145 Race Street	Lawrence Park Village, Apt. 1D
Clearfield, PA 16830	Clearfield, PA 16830

Where papers may be served.

ALL THAT CERTAIN lot or piece of ground situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner of lot on the Mill Road, now known as Race Street, and extending along said Race Street south thirty three (33) degrees twenty four (24) minutes east a distance of forty (40) feet to iron pin and corner of Lot No. 3; thence along line of Lot No. 3 north fifty five (55) degrees thirty six (36) minutes east one hundred seventy six and nine tenths (176.9) feet to an iron pin at alley; thence along said alley north thirty four (34) degrees twelve (12) minutes west forty (40) feet to iron pin and corner of Lot No. 1; thence along the line of Lot No.1 south fifty five (55) degrees thirty six (36) minutes west one hundred seventy five (175) feet to iron pin on the Mill Road, now known as Race Street, and place of beginning. Being Lot No. 2 in the plan of lots of D.R. Woolridge in Lawrence Township adjacent to the Third Ward of Clearfield Borough.

BEING known as 145 Race Street, Clearfield, PA.

BEING Tax Parcel No. 123-K08-251-71.

BEING the same premises which James W. Miller and Shirley A. Miller, husband and wife, by Indenture dated July 28, 1994 and recorded January 31, 2000 in the Office of the Recorder of Deeds in and for Clearfield County in Deed Book 200001386 granted and conveyed unto James A. McDiffitt, Jr. and Janet McDiffitt, as joint tenants with the right of survivorship and not as tenants in common.

FILED

Aug pd. 20.00

APR 22 2003

REC 210015 w/prop descr.
to Shiff

William A. Shaw
Prothonotary

COPY

WRIT OF EXECUTION-(MORTGAGE FORECLOSURE)
P.R.C.P. 3180 to 3183 and Rule 3257

**CONSECO FINANCE CONSUMER DISCOUNT
COMPANY**

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

vs.

NO.: 02-1577-CD

**JAMES A. MCDIFFITT, JR.
JANET MCDIFFITT**

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Commonwealth of Pennsylvania:

County of CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

Premises: 145 RACE STREET, CLEARFIELD, PA 16830.

(See legal description attached.)

Amount Due \$47,207.50

Interest from 1/21/03 to \$
Date of Sale at \$7.76 per diem

Total \$ Plus Cost \$

as endorsed.

Prothonotary costs 120.00

Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Dated 4/22/03
(Seal)

No. 02-1577-CD

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

CONSECO FINANCE CONSUMER
DISCOUNT COMPANY

vs.

JAMES A. MCDIFFITT, JR.
JANET MCDIFFITT


**WRIT OF EXECUTION
(Mortgage Foreclosure)**

Costs

Prothy Paid \$ 120.00

Writ, Ret. & Sat. \$ _____

Total Cost \$ _____


Attorney for Plaintiff

Gregory Javardian, Esquire
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966

Address of Defendant(s)

James A. McDiffitt, Jr. Janet McDiffitt
145 Race Street Lawrence Park Village, Apt. 1D
Clearfield, PA 16830 Clearfield, PA 16830

Where papers may be served.

ALL THAT CERTAIN lot or piece of ground situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner of lot on the Mill Road, now known as Race Street, and extending along said Race Street south thirty three (33) degrees twenty four (24) minutes east a distance of forty (40) feet to iron pin and corner of Lot No. 3; thence along line of Lot No. 3 north fifty five (55) degrees thirty six (36) minutes east one hundred seventy six and nine tenths (176.9) feet to an iron pin at alley; thence along said alley north thirty four (34) degrees twelve (12) minutes west forty (40) feet to iron pin and corner of Lot No. 1; thence along the line of Lot No.1 south fifty five (55) degrees thirty six (36) minutes west one hundred seventy five (175) feet to iron pin on the Mill Road, now known as Race Street, and place of beginning. Being Lot No. 2 in the plan of lots of D.R. Woolridge in Lawrence Township adjacent to the Third Ward of Clearfield Borough.

BEING known as 145 Race Street, Clearfield, PA.

BEING Tax Parcel No. 123-K08-251-71.

BEING the same premises which James W. Miller and Shirley A. Miller, husband and wife, by Indenture dated July 28, 1994 and recorded January 31, 2000 in the Office of the Recorder of Deeds in and for Clearfield County in Deed Book 200001386 granted and conveyed unto James A. McDiffitt, Jr. and Janet McDiffitt, as joint tenants with the right of survivorship and not as tenants in common.

LAW OFFICES OF GREGORY JAVARDIAN
By: GREGORY JAVARDIAN, ESQUIRE
IDENTIFICATION NO. 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

CONSECO FINANCE CONSUMER
DISCOUNT COMPANY

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

vs.

No.: 02-1577-CD

JAMES A. MCDIFFITT, JR.
JANET MCDIFFITT

AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129.1

I hereby certify that I have sent copies of the Notice of Sheriff Sale to the Defendants' certified and regular United States mail and all lien holders or judgment creditors of record as required by Pa.R.C.P. by first class United States mail, postage prepaid, on the date set forth below. (See attached Exhibit "A").

Clearfield County Domestic Relations
230 East Market Street
Clearfield, PA 16830

JAMES A. MCDIFFITT, JR.
145 RACE STREET
CLEARFIELD, PA 16830

Clearfield County Courthouse
Tax Claim Bureau
230 East Market Street, Suite 121
Clearfield, PA 16830

JANET MCDIFFITT
LAWRENCE PARK VILLAGE, APT. 1D
CLEARFIELD, PA 16830

Clearfield County Board of Assistance
1121 Linden Street
Clearfield, PA 16830

Tenants/Occupants
145 RACE STREET
CLEARFIELD, PA 16830

FILED

JUL 03 2003

William A. Shaw
Prothonotary

PA Department of Public Welfare
Bureau of Child Support Enforcement
Health and Welfare Building – Room 432
P.O. Box 2675
Harrisburg, PA 17105-2675

UMLIC UP LLC, US Bank Trust NA
180 E. 5th Street
St. Paul, MN 55101

Beneficial Consumer Discount Company d/b/a
Beneficial Mortgage Company of PA
90 Beaver Drive, Suite 114 C
Dubois, PA 15801

UMLIC UP LLC
P.O. Box 471827
Charlotte, NC 28247-1827

Dated: 5/14/03 & 6/25/03



GREGORY JAVARDIAN, ESQUIRE
Attorney for Plaintiff

7002 0860 0004 7347 8543

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To JAMES A. MCDIFFITT, JR

**Street, Apt. No.,
or PO Box No.** 145 RACE STREET
 CLEARFIELD, PA 16830

City, State, ZIP+4

PS Form 3800, April 2002

See Reverse for Instructions

7002 0860 0004 7347 8550

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To JANET MCDIFFITT

**Street, Apt. No.,
or PO Box No.** LAWRENCE PARK VILLAGE, APT. 1D

City, State, ZIP+4 CLEARFIELD, PA 16830

PS Form 3800, April 2002

See Reverse for Instructions

7002 0860 0004 7347 8558

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To TENANTS/OCCUPANTS

**Street, Apt. No.,
or PO Box No.** 145 RACE STREET

City, State, ZIP+4 CLEARFIELD, PA 16830

PS Form 3800, April 2002

See Reverse for Instructions

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

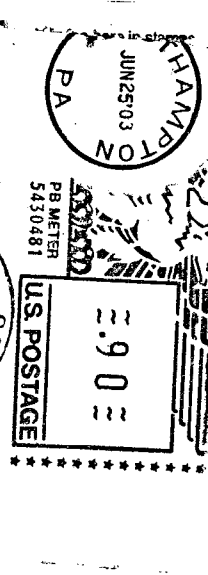
Received From:

LAW OFFICES OF
GREGORY JAVARDIAN
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966

One piece of ordinary mail addressed to:

UMLIC UP LLC
P.O. BOX 471827
CHARLOTTE, NC 28247-1827

McDiffitt



PS Form 3817, January 2001

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p><i>[Signature]</i></p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p><i>Jennifer Johnson</i> <i>PA 18966</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>1. Article Addressed to:</p> <p>JAMES A. MCDIFFITT, JR 145 RACE STREET CLEARFIELD, PA 16830</p>		<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express-Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number</p> <p>(Transfer from service receipt)</p> <p>7002 0860 0004 7347 8543</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

Article Number

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

SOUTHAMPTON
MAY 14 '03

2.703

SH RD RR
U.S. POSTAGE

RE: MCDIFFITT, JR., JAMES A

CLEARFIELD COUNTY DOMESTIC RELATIONS

Postage

Fee

Handling Charge

Actual Value
if Registered

Value

DO NOT
RECORD

50 METERS

15	DATE
----	------

2. TAX CLAIM BUREAU

CLEARFIELD, PA 16830

1121 LINDEN STREET

TENANTS/OCCUPANTS	

CLEARFIELD, PA 16830

145 RACE STREET
CHICAGO, ILL 60600

JANEL MODI#1111
TAMMENCE BABY UTIACE APT 1D

6. BA DEPARTMENT OF PUBLIC WEFARE
CLEANFIELD, PA 10030

HEALTH AND WELFARE BUILDING - ROOM 432

HARRISBURG, PA 17105-2675

180 E. 5TH STREET

BENEFICIAL CONSUMER DISCOUNT COMPANY

Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)
0		

PS Form 3877, February 2002 (Page 1 of 2)

Complete by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse

May 12, 2003

NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

OWNER(S): JAMES A. MCDIFFITT, JR. and JANET MCDIFFITT

PLAINTIFF/SELLER: CONSECO FINANCE CONSUMER DISCOUNT COMPANY

DEFENDANT(S): JAMES A. MCDIFFITT, JR. and JANET MCDIFFITT

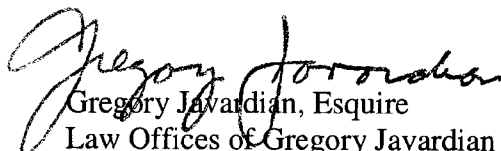
PROPERTY: 145 RACE STREET
CLEARFIELD, PA 16830

CLEARFIELD C.C.P. NO. 02-1577-CD

The above captioned property is scheduled to be sold at Sheriff's Sale on JULY 11, 2003 at 10:00 A.M., at the Clearfield County Sheriff's Office, One North Second Street, Suite 116, Clearfield, PA 16830. You may hold a judgment on the property, which may be extinguished by the sale. You may wish to attend the sale to protect your interest.

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

Sincerely,


Gregory Javardian, Esquire
Law Offices of Gregory Javardian
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966
(215) 942-9690

FILED
m) 2:08 PM
JUL 03 2003
McC

William A. Shaw
Prothonotary

CONSECO FINANCE CONSUMER
DISCOUNT COMPANY

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

vs.

No.: 02-1577-CD

JAMES A. MCDIFFITT, JR.
JANET MCDIFFITT

SUPPLEMENTAL AFFIDAVIT PURSUANT TO RULE 3129.1

Plaintiff in the above action sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 145 RACE STREET, CLEARFIELD, PA 16830:

3. Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Name

Last Known Address (if address cannot be
reasonably ascertained, please indicate)

None.

4. Name and address of last recorded holder of every mortgage of record:

Name

Last Known Address (if address cannot be
reasonably ascertained, please indicate)

UMLIC UP LLC

P.O. Box 471827
Charlotte, NC 28247-1827

5. Name and address of every other person who has any record lien on the property:

Name

Last Known Address (if address cannot be
reasonably ascertained, please indicate)

None.

FILED

JUL 03 2003

William A. Shaw
Prothonotary

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale.

Name

Last Known Address (if address cannot be reasonably ascertained, please indicate)

None.

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

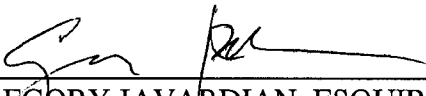
Name

Last Known Address (if address cannot be reasonably ascertained, please indicate)

None.

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

June 25, 2003



GREGORY JAYARDIAN, ESQUIRE
Attorney for Plaintiff

FILED ^{McC}
JUL 03 2003
JUL 03 09:01
JUL 03 2003

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14036

CONSECO FINANCE CONSUMER DISCOUNT COMPANY

02-1577-CD

VS.

MCDIFFITT, JAMES A. JR.

FILED

0133161
SEP 29 2003

WRIT OF EXECUTION

REAL ESTATE

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF RETURNS

NOW, MAY 22, 2003 @ 1:25 P.M. A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF JULY 11, 2003 WAS SET.

NOW, MAY 22, 2003 @ 1:37 P.M. O'CLOCK SERVED JANET MCDIFFITT, DEFENDANT, AT HER RESIDENCE, LAWRENCE PARK VILLAGE, APT 1D, CLEARFIELD CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JANET MCDIFFITT, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, MAY 22, 2003 @ 1:58 P.M. O'CLOCK SERVED JAMES A. MCDIFFITT, JR., DEFENDANT, AT HIS PLACE OF EMPLOYMENT, BAYER CLOTHING GROUP, CLFD-CURWENSVILLE HWY, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JAMES A. MCDIFFITT, JR. DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, JULY 8, 2003 RECEIVED A FAX FROM THE PLAINTIFF ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR JULY 11, 2003 TO AUGUST 1, 2003.

NOW, AUGUST 1, 2003 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14036

CONSECO FINANCE CONSUMER DISCOUNT COMPANY

02-1577-CD

VS.

MCDIFFITT, JAMES A. JR.

WRIT OF EXECUTION

REAL ESTATE

SHERIFF RETURNS

NOW, SEPTEMBER 29, 2003 PAID COSTS FROM THE ADVANCE AND MADE A REFUND
OF THE UNUSED ADVANCE TO THE ATTORNEY.

NOW, SEPTEMBER 29, 2003 RETURN WRIT AS A SALE BEING HELD ON THE
PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE
PLAINTIFF FOR \$1.00 + COSTS.

NOW, SEPTEMBER 29, 2003 A DEED WAS FILED.

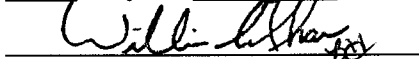
SHERIFF HAWKINS \$204.44

SURCHARGE \$40.00

PAID BY PLAINTIFF

Sworn to Before Me This

29th Day Of Sept 2003



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

So Answers,



Chester A. Hawkins
Sheriff

**WRIT OF EXECUTION-(MORTGAGE FORECLOSURE)
P.R.C.P. 3180 to 3183 and Rule 3257**

**CONSECO FINANCE CONSUMER DISCOUNT
COMPANY**

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

vs.

NO.: 02-1577-CD

**JAMES A. MCDIFFITT, JR.
JANET MCDIFFITT**

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Commonwealth of Pennsylvania:

County of CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

Premises: 145 RACE STREET, CLEARFIELD, PA 16830.

(See legal description attached.)

Amount Due \$47,207.50

Interest from 1/21/03 to \$
Date of Sale at \$7.76 per diem

Total \$ Plus Cost \$

as endorsed.

Prothonotary costs 120.00

Willie L. Hargis
Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Dated 4/22/03
(Seal).

Received April 22, 2003 @ 3:20 P.M.

Chester A. Hawkins

of Cynthia Butler-Aughenbaugh

No. 02-1577-CD

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

CONSECO FINANCE CONSUMER
DISCOUNT COMPANY

vs.

JAMES A. MCDIFFITT, JR.
JANET MCDIFFITT

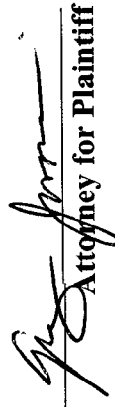
**WRIT OF EXECUTION
(Mortgage Foreclosure)**

Costs

Prothy Paid \$ 120.00

Writ, Ret. & Sat. \$ _____

Total Cost \$ _____


Attorney for Plaintiff

Gregory Javardian, Esquire
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966

Address of Defendant(s)

James A. McDiffitt, Jr. Janet McDiffitt
145 Race Street Lawrence Park Village, Apt. 1D
Clearfield, PA 16830 Clearfield, PA 16830

Where papers may be served.

ALL THAT CERTAIN lot or piece of ground situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner of lot on the Mill Road, now known as Race Street, and extending along said Race Street south thirty three (33) degrees twenty four (24) minutes east a distance of forty (40) feet to iron pin and corner of Lot No. 3; thence along line of Lot No. 3 north fifty five (55) degrees thirty six (36) minutes east one hundred seventy six and nine tenths (176.9) feet to an iron pin at alley; thence along said alley north thirty four (34) degrees twelve (12) minutes west forty (40) feet to iron pin and corner of Lot No. 1; thence along the line of Lot No.1 south fifty five (55) degrees thirty six (36) minutes west one hundred seventy five (175) feet to iron pin on the Mill Road, now known as Race Street, and place of beginning. Being Lot No. 2 in the plan of lots of D.R. Woolridge in Lawrence Township adjacent to the Third Ward of Clearfield Borough.

BEING known as 145 Race Street, Clearfield, PA.

BEING Tax Parcel No. 123-K08-251-71.

BEING the same premises which James W. Miller and Shirley A. Miller, husband and wife, by Indenture dated July 28, 1994 and recorded January 31, 2000 in the Office of the Recorder of Deeds in and for Clearfield County in Deed Book 200001386 granted and conveyed unto James A. McDiffitt, Jr. and Janet McDiffitt, as joint tenants with the right of survivorship and not as tenants in common.

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME MCDIFFITT NO. 02-1577-CD

NOW, August 1, 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 1ST day of AUGUST 2003, I exposed the within described real estate of JAMES A. MCDIFFITT, JR. AND JANET MCDIFFITT to public venue or outcry at which time and place I sold the same to CONSECO 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	2.00
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
TOTAL SHERIFF COSTS	204.44

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	
TOTAL DEED COSTS	28.50

PLAINTIFF COSTS, DEBIT & INTEREST:

DEBT-AMOUNT DUE	47,207.50
INTEREST	
TO BE ADDED TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
TOTAL DEBT & INTEREST	47,247.50

COSTS:

ADVERTISING	355.32
TAXES - collector TO 1/04	129.77
TAXES - tax claim TO SEPT.	434.76
DUE	
LIEN SEARCH	200.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	204.44
LEGAL JOURNAL AD	180.00
PROTHONOTARY	120.00
MORTGAGE SEARCH	80.00
MUNICIPAL LIEN	15.20

TOTAL COSTS 1,753.49

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

THE LAW
Offices of

1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966

GREGORY JAVARDIAN

Phone: (215) 942-9690
Fax: (215) 942-9695

July 8, 2003

Clearfield County Sheriff's Sale
One North Second Street, Suite 116
Clearfield, PA 16830

Attention: Cindy

Re: CONSECO FINANCE CONSUMER DISCOUNT COMPANY
v. JAMES A. MCDIFFITT, JR. and JANET MCDIFFITT
No. 02-1577-CD
Premises: 145 RACE STREET, CLEARFIELD, PA 16830

Dear Cindy:

Please **POSTPONE** the Sheriff's Sale of the above referenced property, which is scheduled for JULY 11, 2003 to AUGUST 1, 2003.

The postponement is necessary due to an additional lien creditor appearing on the title search. A Supplemental 3129 Affidavit was filed under separate cover.

Very truly yours,



Marie Keen for
Law Offices of Gregory Javardian

/mk

cc: CONSECO FINANCE
Attention: JULIA A. OLIVAS
File #6906165409

VIA TELECOPY (814) 765-5915 AND REGULAR MAIL

Received
7-11-03