

02-1944-CD  
FIRST UNION NATIONAL vs. BRADLEY J. CONKLIN

FEDERMAN AND PHELAN, LLP

by: Megan D. Hazel, Esquire

Atty. I.D. No. 84047

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

ATTORNEY FOR PLAINTIFF

First Union National Bank, as Indenture

Trustee for the registered holders of

HomeGold Home Equity Loan Asset

Backed Notes, Series 1999-1

2340 Broad River Road

Columbia, SC 29210

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 02-1944-CD

Plaintiff

vs.

Bradley J. Conklin

607 Bigler Avenue

Clearfield, PA 16830

Defendant

**CIVIL ACTION/COMPLAINT ON A PROMISSORY NOTE**

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.**

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

**FILED**

DEC 13 2002

William A. Shaw  
Prothonotary

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.

FEDERMAN AND PHELAN, LLP

by: Megan D. Hazel, Esquire

Atty. I.D. No. 84047

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: Court of Common Pleas

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Plaintiff

: No. \_\_\_\_\_

vs.

Bradley J. Conklin

607 Bigler Avenue

Clearfield, PA 16830

Defendant

**CIVIL ACTION/COMPLAINT ON A PROMISSORY NOTE**

1. Plaintiff is First Union National Bank, as Indenture Trustee for the registered holders of HomeGold Home Equity Loan Asset Backed Notes, Series 1999-1 with an address of 2340 Broad River Road, Columbia, SC 29210.

2. Defendant Bradley J. Conklin is an adult individual with a last known address of 607 Bigler Avenue, Clearfield, PA 16830.

3. On August 19, 1998, Defendant executed and delivered to HomeGold, Inc. a Promissory Note (hereinafter the "Note") whereby Defendant promised to pay HomeGold, Inc. \$8,500.00 plus interest at the annual rate of 14.560%, and other terms as set forth in the Note. A true and correct copy of the Note is attached hereto, made part hereof, and marked Exhibit "A".

4. As security for the Note, Defendant made, executed and delivered a mortgage (hereinafter the "Mortgage") on the property located at 607 Bigler Avenue, Clearfield, PA 16830

(hereinafter the "Property"), which Mortgage is recorded in the Office of the Recorder of Deeds of the County of Clearfield, Commonwealth of Pennsylvania, in Mortgage Book 1961, at Page 302. A true and correct copy of the Mortgage is attached hereto, made part hereof and marked Exhibit "B".

5. An Assignment of Note and Mortgage was delivered to Plaintiff and recorded with the Recorder of Deeds of Clearfield County on June 21, 1999 at Instrument No. 199910275. A true and correct copy of the Assignment of Note and Mortgage is attached hereto, made part hereof and marked Exhibit "C".

6. Defendant has failed to make the payments due June 24, 2001 and each month thereafter, as required under the Note.

7. Plaintiff has given Defendant due notice of the default as evidenced by its September 26, 2002 letter to Defendant. A true and correct copy of the letter is attached hereto, made part hereof, and marked Exhibit "D".

8. As a result of Defendant's default under the Note and Mortgage, and after having given Defendant proper notice, Plaintiff has now elected to have Defendant pay the Note in full.

9. The following amounts are due Plaintiff under the Note:

Principal Balance	\$8,500.00
Interest	1,810.26
June 24, 2001 through December 10, 2002 (Per Diem \$3.39)	
Attorney's Fees	500.00
Cumulative Late Charges	360.00
June 24, 2001 to November 24, 2002	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$11,720.26
Escrow	
Credit	0.00
Deficit	<u>0.00</u>
Subtotal	<u>\$ 0.00</u>
<b>TOTAL</b>	<b>\$11,720.26</b>

10. Pursuant to the terms of the aforesaid Mortgage, the terms of which the Note incorporates, Plaintiff is entitled to recover attorney fees, costs, and other expenses which Plaintiff has been and will be required to expend in the prosecution of this suit.

11. The attorney fees set forth above are in conformity with the Mortgage, Note, and Pennsylvania law.

12. Any judgment obtained in this action shall relate back to the priority of the mortgage held by Plaintiff on the Property located at 607 Bigler Avenue, Clearfield, PA 16830.

WHEREFORE, Plaintiff demands an in personam judgment against Defendant, jointly and severally, under the Promissory Note in the sum of \$11,771.11 together with interest from November 24, 2002 at the rate of \$3.39 per diem, and other costs and charges collectible under the Note.

FEDERMAN AND PHELAN, LLP

Date: 12-11-02

By: 

Megan D. Hazel, Esquire  
Attorney for Plaintiff

## **EXHIBIT A**



\*2100931898 05 06\* BRADLEY J CONKLIN  
Legal Docs.  
Note (Original)

Loan No: 2100931898  
Borrower: BRADLEY J. CONKLIN

Data ID: 341

RECEIVED AUG 21 1998

ORIGINAL

NOTE

SECONDARY MORTGAGE LOAN

617503

This agreement is subject to the provisions of the Secondary Mortgage Loan Act.

August 19, 1998

CLEARFIELD  
(City)

PENNSYLVANIA  
(State)

607 BIGLER AVE  
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. \$ 8,500.00 (this amount will be called "principal") plus interest, to the order of the Lender. The Lender is HOMEGOLD, INC.. 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**

I will pay interest at a yearly rate of 14.560%.

Interest will be charged on unpaid principal until the full amount of principal has been paid.

**3. PAYMENTS**

I will pay principal and interest by making payments each month of U.S. \$ 134.86.

I will make my payments on the twenty-fourth day of each month beginning on September 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. If, on August 24, 2008, I still owe amounts under this Note, I will pay all those amounts in full, on that date.

I will make my monthly payments at 3901 PELHAM ROAD, GREENVILLE, SC 29615, or at a different place if required by the Note Holder.

**4. 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 monthly 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 U.S. \$20.00. I will pay this late charge only once on any late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment by the date stated in Section 3 above, I will be in default.

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

**(C) Notice from Note Holder**

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 mailed to me or, if it is not mailed, 30 days after the date on which it is delivered to me.

**(D) 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 for its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**5. THIS NOTE SECURED BY A MORTGAGE**

In addition to the protections given to the Note Holder under this Note, a Mortgage, dated August 19, 1998, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of amounts that I owe under this Note.



#### 6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE

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 a letter that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

I may make a full prepayment or a partial prepayment without paying any penalty. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments. 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 delays in the due dates or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delays or changes.

#### 7. 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"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorsers."

#### 8. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified mail addressed to me at the Property Address above. A notice will be delivered or mailed to me 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 certified mail to the Note Holder at the address stated in Section 3 above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

#### 9. RESPONSIBILITY 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 and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 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 7 above) is also obligated to keep all of the promises made in this Note.

  
\_\_\_\_\_  
BRADLEY J. CONKLIN — Borrower (Seal)

[Sign Original Only]

## **EXHIBIT B**

Loan No: 2100931998 VOL 1961 PAGE 302  
 Borrower: BRADLEY J. CONKLIN

Data ID: 341

The Parcel Identification Number:

Return to:  
 HOMEGOLD, INC.  
 3901 PELHAM ROAD  
 GREENVILLE, SC 29615

CLEARFIELD COUNTY  
 ENTERED OF RECORD  
 TIME 1:05 PM 12-20-98  
 BY [Signature]  
 FEE \$12.00  
 Aaron L. Stark, Recorder

(Print Above This Line For Recording Date)

**MORTGAGE**

THIS MORTGAGE is made this 19th day of August, 1998, between the Mortgagor, BRADLEY J. CONKLIN (herein "Borrower"), and the Mortgagee, HOMEGOLD, INC., A CORPORATION, organized and existing under the laws of the State of SOUTH CAROLINA, whose address is 3901 PELHAM ROAD, GREENVILLE, SC 29615 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of EIGHT THOUSAND FIVE HUNDRED and NO/100ths Dollars (U.S. \$ 8,500.00), which indebtedness is evidenced by Borrower's note dated 19th day of August, 1998 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on August 24, 2008.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the City of CLEARFIELD, CLEARFIELD County, State of Pennsylvania:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

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



[Signature]  
 Karen L. Stark  
 Recorder of Deeds

which has the address of 807 BLOER AVE,  
 Pennsylvania

(None)

CLEARFIELD,  
 (herein "Property Address")

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

PENNSYLVANIA - SECOND MORTGAGE - 1/80 - FHMA/FHLMC UNIFORM INSTRUMENT

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

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

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

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

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

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

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

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

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

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

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

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

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

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**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender requires mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

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

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

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

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

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

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

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

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

**16. Transfer of the Property 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 shall pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

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

**18. Borrower's Right to Reinstatement.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgement enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees of up to \$50; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 17 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, reasonable fees, premiums on receiver's bond and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

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

**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.

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

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

Loan No: 2100001808

Vol 1961 PAGE 306

Date ID: 341

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witness

Printed Name

BRADLEY J. Conklin

Printed Name

Bradley J. Conklin

(Seal)

BRADLEY J. CONKLIN - Borrower

State of Pennsylvania  
County of Clearfield

On this the 19<sup>th</sup> day of August, 1998, before me, Kristen L. Zurat, the undersigned officer, personally appeared BRADLEY J. CONKLIN known to me (or satisfactorily proven) to be the person whose name are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

(Seal)

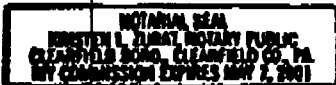
Kristen L. Zurat

Notary Public

Kristen L. Zurat

(Printed Name)

My commission expires:

I certify that the precise residence and address of the within-named Lender is: HOME GOLD, INC., 7901 PELHAM ROAD, GREENVILLE, SC 29615

Signature:

[Signature]  
(Agent on behalf of Lender)

Loan#: 210000931848  
Corner: Bradley Planklin

Vol 1961, p. 307

**Legal Description:**

ALL that certain piece or parcel of ground situate in the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a mark in a sidewalk of Bigler Avenue at East Sixth Street; thence South  $81^{\circ} 10'$  East 88.46 feet to an iron pin; thence South  $15^{\circ} 58'$  West 82.21 feet along the Western boundary of the sewer formerly of Anthony Palerlie to an iron pin; thence North  $74^{\circ} 0'$  West 84.8 feet along the line now or formerly of Richard L. Hummel to an iron pin on the Eastern right-of-way line of East Sixth Street; thence North  $15^{\circ} 0'$  East 88.8 feet along the Eastern right-of-way line of East Sixth Street to the point and place of beginning.

Entered of Record 8 20 1978 : 1:05 PM Karen L. Starck, Recorder

12/05/2002 11:23AM



## **EXHIBIT C**

RECEIVED	\$1.00
INVESTMENT FUND	\$0.50
STATE RET. VAS	
TOTAL	\$15.39

### ASSIGNMENT OF NOTE AND MORTGAGE

2100931898  
STATE OF: PA  
COUNTY OF: CLANFIELD

RETURN TO:  
HONGGOLD, INC.  
P.O. BOX 448  
GREENVILLE, SC 29602  
800-494-8212 X5664

**PREPARED BY**

**VIOLET SHEBAN, HOMEGOLD, INC.**

For value received: HOMEGOLD, INC. hereby sells, assigns, transfers, sets over and conveys to: FIRST UNION NATIONAL BANK (6639 Doctor Perry Road, Suite 124, Elmsville, MD 21754), as TRUSTEEN TRUSTEE for the registered holders of HomeGold Home Equity Loan Asset Backed Notes, Series 1999-1, its successors and assigns, that certain mortgage executed by:

BRADLEY J. COMULLEN  
607 BIGLER AVE CLEARFIELD PA 16830

Dated: 08/19/98 in book: 194 at page: 302

of the records of the County of: **CLEARFIELD STATE OF: PA** together with the real property therein described; and also the indebtedness described therein and secured thereby, the note(s) evidencing said indebtedness having this date been **TRANSFERRED AND ASSIGNED TO FIRST UNION NATIONAL BANK AS INDENTURE TRUSTEE** together with all the rights, title and interest in and to the said mortgage, the property therein described and the indebtedness thereby secured; and the said **FIRST UNION NATIONAL BANK AS INDENTURE TRUSTEE** is hereby subrogated to all rights, powers, privileges, and securities vested in: **MONSIEUR, INC.** under and by virtue of the aforesaid mortgage.

THE FOLLOWING IS INCORPORATED INTO THIS ASSIGNMENT: (yes/no)

## NOTES

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 WITNESS WHEREOF, the assignor has caused this instrument to be executed  
this 27th day of MAY 1999 by the duly authorized officer of:

**DOMESTIC, INC.**

Witness: E. J. BURTON

WITNESS: VIOLET SHERMAN  
STATE OF: SOUTH CAROLINA  
COUNTY OF GREENVILLE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named officer sign, seal and as (his) (her) act and good deliver the within written Assignment, and (s)he with the other witness named above witnessed the execution thereof.

Witness my hand and of the NOTARY this 27th day of MAY, 1999  
My Commission Expires 04/24/2005  
DALE A. HALL

### STATE OF NC AT LARGE

Loan #: 210000931898  
Borrower: Bradley, John

**Legal Description:**

All that certain piece or parcel of ground situate in the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a mark in sidewalk of Bigler Avenue at East Ninth Street; thence South  $61^{\circ} 18'$  East 88.48 feet to an iron pin; thence South  $18^{\circ} 55'$  West 88.21 feet along the Western boundary of lot now or formerly of Anthony F. Berke to an iron pin; thence North  $74^{\circ} 9'$  West 84.8 feet along the line now or formerly of Richard L. Hummel to an iron pin on the Eastern right-of-way line of East Ninth Street; thence North  $18^{\circ} 4'$  East 82.0 feet along the Eastern right-of-way line of East Ninth Street to the point and place of beginning.

## **EXHIBIT D**

**ACT 91 NOTICE  
(PROMISSORY NOTE)  
TAKE ACTION TO SAVE  
YOUR HOME FROM  
FORECLOSURE**

**DATE:** September 26, 2002

**TO: Bradley J. Conklin  
607 Bigler Avenue  
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 Promissory Note 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 33 DAYS FROM 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, PUEDE AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI 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 FERDIDA DEL DERECHO A REDIMAR SU HIPOTECA.

#### STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): Bradley J. Conklin  
PROPERTY ADDRESS: 607 Bigler Avenue, Clearfield, PA 168330  
LOAN ACCT. NO.: 2100931898  
ORIGINAL LENDER: Homegold Inc.  
CURRENT LENDER/SERVICER: Homegold Inc.

#### **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 Promissory Note for thirty three (33) 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 (33) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR PROMISSORY NOTE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR PROMISSORY NOTE DEFAULT" EXPLAINS HOW TO BRING YOUR PROMISSORY NOTE 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 three(33) 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 Promissory Note is in a 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 three (33) 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 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 PROMISSORY NOTE DEFAULT (Bring it up to date).**

**NATURE OF THE DEFAULT**-The PROMISSORY NOTE debt held by the above lender on your property located at: **607 Bigler Avenue, Clearfield, PA 168330** IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: Start/End: **06/24/01 thru 09/24/02** at **\$134.86** per month.

Monthly Payments Plus Late Charges Accrued	\$2,517.76
NSF:	\$0.00
Inspections:	\$52.50
Other:	\$0.00
(Suspense):	<u>\$0.00</u>
<b>Total amount to cure default</b>	<b>\$2,570.26</b>

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 THREE (33) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS **\$2,570.26** PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY THREE (33) DAY PERIOD. As of the date of this letter, you owe the amount specified above. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (215) 563-7000 and ask for the Reinstatement Department. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: Federman & Phelan, LLP, One Penn Center at Suburban Station, Suite 1400, Philadelphia, PA .19103-1914. Attention: Reinstatement Department. You can cure any other default by taking the following action within THIRTY THREE (33) 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 THREE(33) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. The 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 THREE (33) DAYS, the lender also intends to instruct its attorney to start legal action to foreclosure upon your mortgage property.

**IF THE PROMISSORY NOTE 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 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 to the lender, which may also

include other reasonable costs. If you cure the default within the THIRTY THREE (33) DAY period, you will not be required to pay attorney's fees.

**OTHER LENDER REMEDIES**-The lender will 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 THREE (33) 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 Promissory Note. 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:** Attorney Representing Lender:

**FEDERMAN & PHELAN, LLP**  
One Penn Center at Suburban Station  
Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000 Contact Person: Janette Mahoney

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

**ASSUMPTION OF MORTGAGE**-You \_\_\_\_\_ may or ☒ **X** may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charge and attorney's fees and cost 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 PROMISSORY NOTE 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 PROMISSORY NOTE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU 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 PROMISSORY NOTE 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



**If this is the first notice that you have received from this office, be advised that: You may dispute the validity of the debt or any portion thereof. If you do so in writing within thirty three (33) days from the date of this letter, this firm will obtain and provide you with written verification thereof; otherwise the debt will be assumed to be valid. Likewise if requested within thirty three (33) days from the date of this letter, the firm will send you the name and address of the original creditor if different from above.**

Very truly yours,

FEDERMAN AND PHELAN, LLP

Cc: Homegold Inc.

Attn: Bill Martin

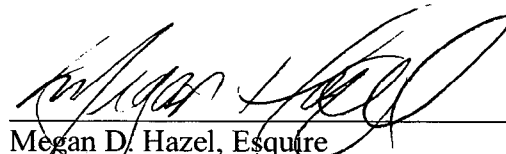
Account No.: 2100931898

**Mailed by 1<sup>st</sup> Class mail and by certified Mail No: 7001 1940 0000 0094 7842**

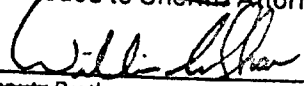
VERIFICATION

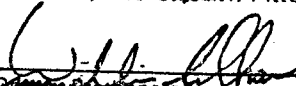
MEGAN D. HAZEL, ESQUIRE hereby states that she is attorney for Plaintiff in this matter, that she is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c), and the statements made in the foregoing Civil Action are based upon information supplied by Plaintiff and are true and correct to the best of her knowledge, information, and belief.

The undersigned understands that this statement is made subject to the penalties of Pa. C. S. Sec. 4904 relating to unsworn falsification to authorities.

  
Megan D. Hazel, Esquire  
Attorney for Plaintiff

DATE: 12-11-02

5 Mar 03 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
  
Deputy Prothonotary

23 June 03 Document  
Reinstated/Reissued to ~~Shaw~~/Attorney  
for service.  
  
Deputy Prothonotary

William A. Shaw  
Prothonotary

FILED  
M 11:04 AM  
DEC 13 2002  
Atty pd.  
85.00  
/ cc shg

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

Sheriff Docket # 13422

FIRST UNION NATIONAL BANK

02-1944-CD

VS.

CONKLIN, BRADLEY J.

**COMPLAINT ON A PROMISSORY NOTE**

**SHERIFF RETURNS**

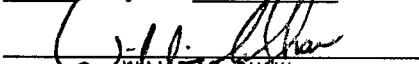
NOW JANUARY 20, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN  
THE WITHIN COMPLAINT ON A PROMISSORY NOTE "NOT FOUND" AS TO  
BRADLEY J. CONKLIN, DEFENDANT. SEVERAL ATTEMPTS NOT AT HOME., LEFT  
NOTICE TO CONTACT SHERIFF'S OFFICE.

**Return Costs**

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

Sworn to Before Me This

20<sup>th</sup> Day Of Jan 2003



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

So Answers,



Chester A. Hawkins  
Sheriff

**FILED**

012:44  
JAN 20 2003

William A. Shaw  
Prothonotary

FEDERMAN AND PHELAN, LLP

by: Megan D. Hazel, Esquire

Atty. I.D. No. 84047

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

ATTORNEY FOR PLAINTIFF

First Union National Bank, as Indenture

Trustee for the registered holders of

HomeGold Home Equity Loan Asset

Backed Notes, Series 1999-1

2340 Broad River Road

Columbia, SC 29210

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 02-1944-CJ

Plaintiff

vs.

Bradley J. Conklin

607 Bigler Avenue

Clearfield, PA 16830

Defendant

**CIVIL ACTION/COMPLAINT ON A PROMISSORY NOTE**

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.**

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

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

DEC 13 2002

Attest.

*William D. Shaw*  
Prothonotary/  
Clerk of Courts

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.

FEDERMAN AND PHELAN, LLP

by: Megan D. Hazel, Esquire

Atty. I.D. No. 84047

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

ATTORNEY FOR PLAINTIFF

First Union National Bank, as Indenture

Trustee for the registered holders of

HomeGold Home Equity Loan Asset

Backed Notes, Series 1999-1

2340 Broad River Road

Columbia, SC 29210

: Court of Common Pleas

: Civil Division

: Clearfield County

Plaintiff

: No. \_\_\_\_\_

vs.

Bradley J. Conklin

607 Bigler Avenue

Clearfield, PA 16830

Defendant

**CIVIL ACTION/COMPLAINT ON A PROMISSORY NOTE**

1. Plaintiff is First Union National Bank, as Indenture Trustee for the registered holders of HomeGold Home Equity Loan Asset Backed Notes, Series 1999-1 with an address of 2340 Broad River Road, Columbia, SC 29210.

2. Defendant Bradley J. Conklin is an adult individual with a last known address of 607 Bigler Avenue, Clearfield, PA 16830.

3. On August 19, 1998, Defendant executed and delivered to HomeGold, Inc. a Promissory Note (hereinafter the "Note") whereby Defendant promised to pay HomeGold, Inc. \$8,500.00 plus interest at the annual rate of 14.560%, and other terms as set forth in the Note. A true and correct copy of the Note is attached hereto, made part hereof, and marked Exhibit "A".

4. As security for the Note, Defendant made, executed and delivered a mortgage (hereinafter the "Mortgage") on the property located at 607 Bigler Avenue, Clearfield, PA 16830

(hereinafter the "Property"), which Mortgage is recorded in the Office of the Recorder of Deeds of the County of Clearfield, Commonwealth of Pennsylvania, in Mortgage Book 1961, at Page 302. A true and correct copy of the Mortgage is attached hereto, made part hereof and marked Exhibit "B".

5. An Assignment of Note and Mortgage was delivered to Plaintiff and recorded with the Recorder of Deeds of Clearfield County on June 21, 1999 at Instrument No. 199910275. A true and correct copy of the Assignment of Note and Mortgage is attached hereto, made part hereof and marked Exhibit "C".

6. Defendant has failed to make the payments due June 24, 2001 and each month thereafter, as required under the Note.

7. Plaintiff has given Defendant due notice of the default as evidenced by its September 26, 2002 letter to Defendant. A true and correct copy of the letter is attached hereto, made part hereof, and marked Exhibit "D".

8. As a result of Defendant's default under the Note and Mortgage, and after having given Defendant proper notice, Plaintiff has now elected to have Defendant pay the Note in full.

9. The following amounts are due Plaintiff under the Note:

Principal Balance	\$8,500.00
Interest	1,810.26
June 24, 2001 through December 10, 2002 (Per Diem \$3.39)	
Attorney's Fees	500.00
Cumulative Late Charges	360.00
June 24, 2001 to November 24, 2002	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$11,720.26
Escrow	
Credit	0.00
Deficit	<u>0.00</u>
Subtotal	<u>\$ 0.00</u>
<b>TOTAL</b>	\$11,720.26



10. Pursuant to the terms of the aforesaid Mortgage, the terms of which the Note incorporates, Plaintiff is entitled to recover attorney fees, costs, and other expenses which Plaintiff has been and will be required to expend in the prosecution of this suit.

11. The attorney fees set forth above are in conformity with the Mortgage, Note, and Pennsylvania law.

12. Any judgment obtained in this action shall relate back to the priority of the mortgage held by Plaintiff on the Property located at 607 Bigler Avenue, Clearfield, PA 16830.

WHEREFORE, Plaintiff demands an in personam judgment against Defendant, jointly and severally, under the Promissory Note in the sum of \$11,771.11 together with interest from November 24, 2002 at the rate of \$3.39 per diem, and other costs and charges collectible under the Note.

FEDERMAN AND PHELAN, LLP

Date: 12-11-02

By: 

Megan D. Hazel, Esquire  
Attorney for Plaintiff

## **EXHIBIT A**



\*2100931898 05 06\* BRADLEY J CONKLIN  
Legal Docs.  
Note (Original)

Loan No: 2100931898  
Borrower: BRADLEY J. CONKLIN

Data ID: 341

RECEIVED AUG 21 1998

ORIGINAL

NOTE

SECONDARY MORTGAGE LOAN

617503

This agreement is subject to the provisions of the Secondary Mortgage Loan Act.

August 19, 1998

CLEARFIELD  
(City)

PENNSYLVANIA  
(State)

607 BIGLER AVE  
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. \$ 8,500.00 (this amount will be called "principal") plus interest, to the order of the Lender. The Lender is HOMEGOLD, INC.. 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**

I will pay interest at a yearly rate of 14.560%.

Interest will be charged on unpaid principal until the full amount of principal has been paid.

**3. PAYMENTS**

I will pay principal and interest by making payments each month of U.S. \$ 134.86.

I will make my payments on the twenty-fourth day of each month beginning on September 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. If, on August 24, 2008, I still owe amounts under this Note, I will pay all those amounts in full, on that date.

I will make my monthly payments at 3901 PELHAM ROAD, GREENVILLE, SC 29615, or at a different place if required by the Note Holder.

**4. 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 monthly 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 U.S. \$20.00. I will pay this late charge only once on any late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment by the date stated in Section 3 above, I will be in default.

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

**(C) Notice from Note Holder**

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 mailed to me or, if it is not mailed, 30 days after the date on which it is delivered to me.

**(D) 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 for its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**5. THIS NOTE SECURED BY A MORTGAGE**

In addition to the protections given to the Note Holder under this Note, a Mortgage, dated August 19, 1998 protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of amounts that I owe under this Note.

**6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE**

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 a letter that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

I may make a full prepayment or a partial prepayment without paying any penalty. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments. 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 delays in the due dates or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delays or changes.

**7. 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"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorsers."

**8. GIVING OF NOTICES**

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified mail addressed to me at the Property Address above. A notice will be delivered or mailed to me 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 certified mail to the Note Holder at the address stated in Section 3 above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

**9. RESPONSIBILITY 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 and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 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 7 above) is also obligated to keep all of the promises made in this Note.



BRADLEY J. CONKLIN - Borrower

(Seal)

[Sign Original Only]

## **EXHIBIT B**

Loan No: 2100901898 VOL 1961 PAGE 302  
 Borrower: BRADLEY J. CONKLIN

Date ID: M1

The Parcel Identification Number:

Return to:  
 HOMEOLD, INC.  
 3901 PELHAM ROAD  
 GREENVILLE, SC 29615

CLEARFIELD COUNTY  
 ENTERED OF RECORD  
 TIME 1:05 PM 12-26-99  
 BY [Signature]  
 FEE \$12.00  
 Aaron L. Stark, Recorder

(Sign Above This Line For Recording Only)

**MORTGAGE**

THIS MORTGAGE is made this 19th day of August, 1998, between the Mortgagor, BRADLEY J. CONKLIN (herein "Borrower"), and the Mortgagee, HOMEOLD, INC., A CORPORATION, organized and existing under the laws of the State of SOUTH CAROLINA, whose address is 3901 PELHAM ROAD, GREENVILLE, SC 29615 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of EIGHT THOUSAND FIVE HUNDRED and NO/100----Dollars (U.S. \$ 8,500.00), which indebtedness is evidenced by Borrower's note dated 19th day of August, 1998 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on August 24, 2002.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of the Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby Mortgage, grant and convey to Lender the following described property located in the City of CLEARFIELD, CLEARFIELD County, State of Pennsylvania:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

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



[Signature]  
 Karen L. Stark  
 Recorder of Deeds

which has the address of 607 BLOER AVE,  
 Pennsylvania 16830  
 (See Code)

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

PENNSYLVANIA - SECOND MORTGAGE - 1/80 - PHMA/PHLMC UNIFORM INSTRUMENT

Form 2020 Page 1 of 2 Pages

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

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

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

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

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

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

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

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

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

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

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

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

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

Loan Num 2100331898

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Doc ID: 341

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such funds, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender requires mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

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

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

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

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

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

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

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

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

**16. Transfer of the Property 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 Mortgage. However, this option shall not be exercised by Lender if exercised is prohibited by federal law as of the date of this Mortgage.

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 shall pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.



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

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

18. **Borrower's Right to Reinstatement.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgement enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees of up to \$50; and (d) Borrower takes such action as Lender may reasonably require to insure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by the Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 17 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 in payment of the costs of management of the Property and collection of rents, including, but not limited to, reasonable attorneys' fees, premiums on receiver's bond and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

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

21. **Interest Rate After Judgement.** Borrower agrees that the interest rate payable after a judgement is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

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

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

Loan No: 2100001000

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Date ID: 341

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witness

Printed Name

BRADLEY J. Conklin

Printed Name

BRADLEY J. CONKLIN

(Borrower)

State of Pennsylvania  
County of Clearfield

On this the 19<sup>th</sup> day of August, 1998, before me, Kristen L. Zurat, the undersigned officer, personally appeared BRADLEY J. CONKLIN known to me (or satisfactorily proven) to be the person whose name are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

(Seal)

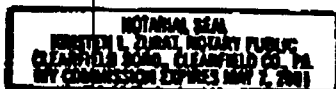
Kristen L. Zurat

Notary Public

Kristen L. Zurat

(Printed Name)

My commission expires:

I certify that the precise residence and address of the within-named Lender is: HOME GOLD, INC., 201 PELHAM ROAD, GREENVILLE, SC 29615

Signature:

(Agent on behalf of Lender)

Loan#: 210000931898  
Borrower: Bradley J. Klein

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**Legal Description:**

ALL that certain piece or parcel of ground sits in the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a mark in a sidewalk of Bigler Avenue at East Sixth Street; thence South  $01^{\circ} 10'$  East 88.45 feet to an iron pin; thence South  $10^{\circ} 00'$  West 22.21 feet along the Western boundary of lot now or formerly of Anthony Paterlin to an iron pin; thence North  $74^{\circ} 0'$  West 84.6 feet along the line now or formerly of Richard L. Harmer to an iron pin on the Eastern right-of-way line of East Sixth Street; thence North  $10^{\circ} 0'$  East 84.6 feet along the Eastern right-of-way line of East Sixth Street to the point and place of beginning.

Entered of Record 210 1078 : 1050 Karen L. Starck, Recorder

## **EXHIBIT C**

**LARRY L. STARK**  
**RESIDENT AND RECIPIER**  
**CLEARED COUNTY, PA**  
Prostatectomy  
**DONORSHIP NUMBER**  
199910275  
**REMOVED ON**  
Jan 21, 1999  
10:18:49 AM  
**REMOVAL FEE - \$1.00**  
**RECEIVER**  
COUNTY DEPARTMENT #1.00  
**FUND**  
**SECURED** \$1.00  
**INTERESTED PWD**  
**BIRTH DATE FAX** 06-29  
**TOTAL** \$1.00  
*Hon Secy B*

RETURN TO:  
HOMECOLD, INC.  
P.O. BOX 448  
GREENVILLE, SC 29602  
800-494-8212 X5464

**PREPARED BY:**

**VIOLET SHEAN, HOMEGOLD, INC.**

For value received, HOMEGOLD, INC. hereby sells, assigns, transfers, sets over and conveys to: FIRST UNION NATIONAL BANK (9639 Doctor Perry Road, Suite 124, Jameville, ND 58174), as ISSUING TRUSTEE for the registered holders of HomeGold Home Equity Loan Asset Backed Notes, Series 1999-1, its successors and assigns, that certain mortgage executed by:

**BRADLEY J. COMSTOCK**

607 BIGLER AVE CLEARFIELD PA 16830

Dated: 08/19/98 In book: Adas page: 302

of the records of the County of: CLEARFIELD STATE OF: PA together with the real property therein described; and also the indebtedness described therein and secured thereby, the note(s) evidencing said indebtedness having this date been TRANSFERRED AND ASSIGNED TO FIRST UNION NATIONAL BANK AS INCENTURE TRUSTEE together with all the rights, title and interest in and to the said mortgage, the property therein described and the indebtedness thereby secured; and the said FIRST UNION NATIONAL BANK AS INCENTURE TRUSTEE is hereby subrogated to all rights, powers, privileges, and securities vested in: HOMELOAN, INC. under and by virtue of the aforesaid mortgage.

THE FOLLOWING IS INCORPORATED INTO THIS ASSIGNMENT: (yes/no)

**NOTICE**

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 WITNESS WHEREOF, the assignor has caused this instrument to be executed  
this 27th day of MAY 1999 by the duly authorized officer of:

**WOLFGANG, INC.**

Witness: F. J. BERTON

witness: VIOLET ORSHAN

STATE OF: SOUTH CAROLINA  
COUNTY OF GREENVILLE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named officer sign, seal and as (his) (her) act and good deliver the within written Assignment, and (s)he with the other witness named above witnessed the execution thereof.

Witness my hand and seal of office this 27th day of MAY, 1999  
My Commission Expires 04/24/2005

04/24/2005

STATE OF SC AT LARGE

12/05/2002 11:23AM

Loan #: 210000931898  
Carriover: Bradley, J. L.

**Legal Description:**

ALL that certain piece or parcel of ground situate in the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a mark in sidewalk of Bigler Avenue at East Sixth Street thence South 61° 15' East 88.45 feet to an iron pin; thence South 18° 05' West 61.21 feet along the Western boundary of lot now or formerly of Anthony F. Loria to an iron pin; thence North 74° 8' West 84.3 feet along the line now or formerly of Richard L. Hunsell to an iron pin on the Eastern right-of-way line of East Sixth Street thence North 18° 4' East 61.8 feet along the Eastern right-of-way line of East Sixth Street to the point and place of beginning.

## **EXHIBIT D**

**ACT 91 NOTICE  
(PROMISSORY NOTE)  
TAKE ACTION TO SAVE  
YOUR HOME FROM  
FORECLOSURE**

DATE: September 26, 2002

TO: Bradley J. Conklin  
607 Bigler Avenue  
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 Promissory Note 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 33 DAYS FROM 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, PUEDE AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI 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 FERDIDA DEL DERECHO A REDIMAR SU HIPOTECA.

#### STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): Bradley J. Conklin  
PROPERTY ADDRESS: 607 Bigler Avenue, Clearfield, PA 168330  
LOAN ACCT. NO.: 2100931898  
ORIGINAL LENDER: Homegold Inc.  
CURRENT LENDER/SERVICER: Homegold Inc.

**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 Promissory Note for thirty three (33) 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 (33) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR PROMISSORY NOTE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR PROMISSORY NOTE DEFAULT" EXPLAINS HOW TO BRING YOUR PROMISSORY NOTE 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 three(33) 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 Promissory Note is in a 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 three (33) 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 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 PROMISSORY NOTE DEFAULT (Bring it up to date).**

**NATURE OF THE DEFAULT**-The PROMISSORY NOTE debt held by the above lender on your property located at: **607 Bigler Avenue, Clearfield, PA 168330** IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: Start/End: **06/24/01 thru 09/24/02** at **\$134.86** per month.

Monthly Payments Plus Late Charges Accrued	\$2,517.76
NSF:	\$0.00
Inspections:	\$52.50
Other:	\$0.00
(Suspense):	\$0.00
<b>Total amount to cure default</b>	<b>\$2,570.26</b>

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 THREE (33) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS **\$2,570.26** PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY THREE (33) DAY PERIOD. As of the date of this letter, you owe the amount specified above. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (215) 563-7000 and ask for the Reinstatement Department. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: Federman & Phelan, LLP, One Penn Center at Suburban Station, Suite 1400, Philadelphia, PA 19103-1914. Attention: Reinstatement Department. You can cure any other default by taking the following action within THIRTY THREE (33) 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 THREE(33) 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 THREE (33) DAYS, the lender also intends to instruct its attorney to start legal action to foreclosure upon your mortgage property.

**IF THE PROMISSORY NOTE 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 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 to the lender, which may also

include other reasonable costs. If you cure the default within the THIRTY THREE (33) DAY period, you will not be required to pay attorney's fees.

**OTHER LENDER REMEDIES**-The lender will 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 THREE (33) 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 Promissory Note. 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:** Attorney Representing Lender:

**FEDERMAN & PHELAN, LLP**

**One Penn Center at Suburban Station**

**Suite 1400**

**Philadelphia, PA 19103-1814**

**(215) 563-7000 Contact Person: Janette Mahoney**

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

**ASSUMPTION OF MORTGAGE**-You \_\_\_\_\_ may or X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charge and attorney's fees and cost 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 PROMISSORY NOTE 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 PROMISSORY NOTE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU 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 PROMISSORY NOTE 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

**If this is the first notice that you have received from this office, be advised that: You may dispute the validity of the debt or any portion thereof. If you do so in writing within thirty three (33) days from the date of this letter, this firm will obtain and provide you with written verification thereof; otherwise the debt will be assumed to be valid. Likewise if requested within thirty three (33) days from the date of this letter, the firm will send you the name and address of the original creditor if different from above.**

Very truly yours,

FEDERMAN AND PHELAN, LLP

Cc: Homegold Inc.

Attn: Bill Martin

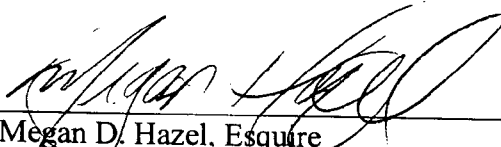
Account No.: 2100931898

**Mailed by 1<sup>st</sup> Class mail and by certified Mail No: 7001 1940 0000 0094 7842**

VERIFICATION

MEGAN D. HAZEL, ESQUIRE hereby states that she is attorney for Plaintiff in this matter, that she is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c), and the statements made in the foregoing Civil Action are based upon information supplied by Plaintiff and are true and correct to the best of her knowledge, information, and belief.

The undersigned understands that this statement is made subject to the penalties of Pa. C. S. Sec. 4904 relating to unsworn falsification to authorities.

  
Megan D. Hazel, Esquire  
Attorney for Plaintiff

DATE: 12-11-02

FEDERMAN AND PHELAN, LLP  
BY: Megan D. Hazel, Esquire  
Identification No. 84047  
1617 John F. Kennedy Boulevard Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

First Union National Bank, as Indenture  
Trustee for the registered holders of  
HomeGold Home Equity Loan Asset Backed  
Notes, Series 1999-1

: Court of Common Pleas

: Civil Division

Plaintiff

: Clearfield County

vs.

Bradley J. Conklin

: No. 02-1944-CD

Defendant

FILED

MAR 05 2003

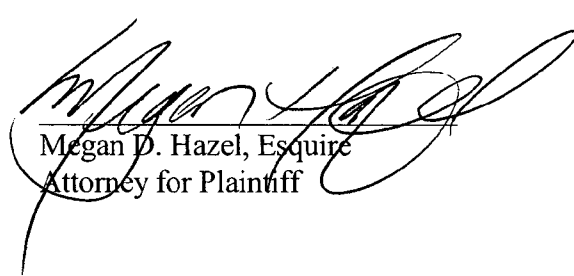
William A. Shaw  
Prothonotary

**PRAECIPE TO REINSTATE CIVIL ACTION**  
**COMPLAINT ON A PROMISSORY NOTE**

TO THE PROTHONOTARY:

Kindly reinstate the Civil Action Complaint on a Promissory Note with reference to the  
above captioned matter.

Date: 3-3-03

  
Megan D. Hazel, Esquire  
Attorney for Plaintiff

FILED

Atty. pd.  
8-7.00

MAR 11 10 28 AM  
MAR 05 2003

1 Comp. Re-instated

William A. Shaw *WAS* to Atty. Hazel  
Prothonotary *WAS*

WILLIAM A. SHAW  
PROTHONOTARY

In The Court of Common Pleas of Clearfield County, Pennsylvania

FIRST UNION NATIONAL BANK

Sheriff Docket #

13422

VS.

02-1944-CD

CONKLIN, BRADLEY J.

COMPLAINT ON A PROMISSORY NOTE

SHERIFF RETURNS

NOW MAY 5, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT ON A PROMISSORY NOTE "NOT FOUND" AS TO BRADLEY J. CONKLIN, DEFENDANT. HOUSE IS EMPTY.

Return Costs

Cost	Description
14.15	SHERIFF HAWKINS PAID BY: ATTY CK# 259046
10.00	SURCHARGE PAID BY: ATTY CK# 259407

FILED

MAY 21 2003

0/11:45 a.m.  
William A. Shaw  
Prothonotary

Sworn to Before Me This

16th Day Of May 2003

*William A. Shaw*

So Answers,

*no - - Eget*

*Chester A. Hawkins*  
*by Maulyr Harris*  
Chester A. Hawkins  
Sheriff



FEDERMAN AND PHELAN, LLP

by: Megan D. Hazel, Esquire

Atty. I.D. No. 84047

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

First Union National Bank, as Indenture

Trustee for the registered holders of

HomeGold Home Equity Loan Asset

Backed Notes, Series 1999-1

2340 Broad River Road

Columbia, SC 29210

Plaintiff

vs.

Bradley J. Conklin

607 Bigler Avenue

Clearfield, PA 16830

Defendant

ATTORNEY FOR PLAINTIFF

**FILED**

DEC 13 2002

William A. Shaw  
Prothonotary

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 02-1944-CD

FEDERMAN AND PHELAN  
ATTORNEY FILE COPY  
PLEASE RETURN

**CIVIL ACTION/COMPLAINT ON A PROMISSORY NOTE**

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.**

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

CLEARFIELD COUNTY

DAVID S. MEHOLICK, COURT ADMINISTRATOR

CLEARFIELD COUNTY COURTHOUSE

CLEARFIELD, PA 16830

(814) 765-2641

FEDERMAN AND PHELAN  
ATTORNEY FILE COPY  
PLEASE RETURN

3-5-03 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
William A. Shaw  
Prothonotary

FEDERMAN AND PHELAN, LLP

by: Megan D. Hazel, Esquire

Atty. I.D. No. 84047

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

ATTORNEY FOR PLAINTIFF

First Union National Bank, as Indenture

Trustee for the registered holders of

HomeGold Home Equity Loan Asset

Backed Notes, Series 1999-1

2340 Broad River Road

Columbia, SC 29210

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. \_\_\_\_\_

Plaintiff

vs.

Bradley J. Conklin

607 Bigler Avenue

Clearfield, PA 16830

Defendant

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THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

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.

FEDERMAN AND PHELAN, LLP

by: Megan D. Hazel, Esquire

Atty. I.D. No. 84047

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

ATTORNEY FOR PLAINTIFF

First Union National Bank, as Indenture

Trustee for the registered holders of

HomeGold Home Equity Loan Asset

Backed Notes, Series 1999-1

2340 Broad River Road

Columbia, SC 29210

: Court of Common Pleas

: Civil Division

: Clearfield County

Plaintiff

: No. \_\_\_\_\_

vs.

Bradley J. Conklin

607 Bigler Avenue

Clearfield, PA 16830

Defendant

**CIVIL ACTION/COMPLAINT ON A PROMISSORY NOTE**

1. Plaintiff is First Union National Bank, as Indenture Trustee for the registered holders of HomeGold Home Equity Loan Asset Backed Notes, Series 1999-1 with an address of 2340 Broad River Road, Columbia, SC 29210.

2. Defendant Bradley J. Conklin is an adult individual with a last known address of 607 Bigler Avenue, Clearfield, PA 16830.

3. On August 19, 1998, Defendant executed and delivered to HomeGold, Inc. a Promissory Note (hereinafter the "Note") whereby Defendant promised to pay HomeGold, Inc. \$8,500.00 plus interest at the annual rate of 14.560%, and other terms as set forth in the Note. A true and correct copy of the Note is attached hereto, made part hereof, and marked Exhibit "A".

4. As security for the Note, Defendant made, executed and delivered a mortgage (hereinafter the "Mortgage") on the property located at 607 Bigler Avenue, Clearfield, PA 16830

(hereinafter the "Property"), which Mortgage is recorded in the Office of the Recorder of Deeds of the County of Clearfield, Commonwealth of Pennsylvania, in Mortgage Book 1961, at Page 302. A true and correct copy of the Mortgage is attached hereto, made part hereof and marked Exhibit "B".

5. An Assignment of Note and Mortgage was delivered to Plaintiff and recorded with the Recorder of Deeds of Clearfield County on June 21, 1999 at Instrument No. 199910275. A true and correct copy of the Assignment of Note and Mortgage is attached hereto, made part hereof and marked Exhibit "C".

6. Defendant has failed to make the payments due June 24, 2001 and each month thereafter, as required under the Note.

7. Plaintiff has given Defendant due notice of the default as evidenced by its September 26, 2002 letter to Defendant. A true and correct copy of the letter is attached hereto, made part hereof, and marked Exhibit "D".

8. As a result of Defendant's default under the Note and Mortgage, and after having given Defendant proper notice, Plaintiff has now elected to have Defendant pay the Note in full.

9. The following amounts are due Plaintiff under the Note:

Principal Balance	\$8,500.00
Interest	1,810.26
June 24, 2001 through December 10, 2002 (Per Diem \$3.39)	
Attorney's Fees	500.00
Cumulative Late Charges	360.00
June 24, 2001 to November 24, 2002	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$11,720.26
Escrow	
Credit	0.00
Deficit	<u>0.00</u>
Subtotal	<u>\$ 0.00</u>
<b>TOTAL</b>	<b>\$11,720.26</b>

10. Pursuant to the terms of the aforesaid Mortgage, the terms of which the Note incorporates, Plaintiff is entitled to recover attorney fees, costs, and other expenses which Plaintiff has been and will be required to expend in the prosecution of this suit.

11. The attorney fees set forth above are in conformity with the Mortgage, Note, and Pennsylvania law.

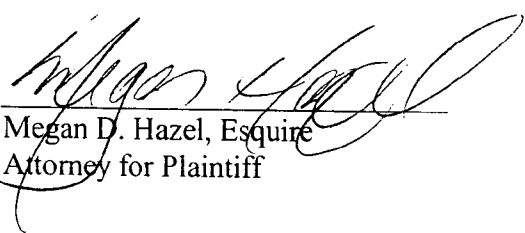
12. Any judgment obtained in this action shall relate back to the priority of the mortgage held by Plaintiff on the Property located at 607 Bigler Avenue, Clearfield, PA 16830.

WHEREFORE, Plaintiff demands an in personam judgment against Defendant, jointly and severally, under the Promissory Note in the sum of \$11,771.11 together with interest from November 24, 2002 at the rate of \$3.39 per diem, and other costs and charges collectible under the Note.

FEDERMAN AND PHELAN, LLP

Date: 12-11-02

By:

  
Megan D. Hazel, Esquire  
Attorney for Plaintiff

## **EXHIBIT A**



\*2100931898 05 06\* BRADLEY J CONKLIN  
Legal Docs  
Note (Original)

Loan No: 2100931898  
Borrower: BRADLEY J. CONKLIN

Data ID: 341

RECEIVED AUG 21 1998

ORIGINAL

NOTE

617503

SECONDARY MORTGAGE LOAN

This agreement is subject to the provisions of the Secondary Mortgage Loan Act.

August 19, 1998

CLEARFIELD  
[City]

PENNSYLVANIA  
[State]

607 BIGLER AVE  
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.\$ 8,500.00 (this amount will be called "principal") plus interest, to the order of the Lender. The Lender is HOMEGOLD, INC. 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**

I will pay interest at a yearly rate of 14.560%.

Interest will be charged on unpaid principal until the full amount of principal has been paid.

**3. PAYMENTS**

I will pay principal and interest by making payments each month of U.S. \$ 134.86.

I will make my payments on the twenty-fourth day of each month beginning on September 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. If, on August 24, 2008, I still owe amounts under this Note, I will pay all those amounts in full, on that date.

I will make my monthly payments at 3901 PELHAM ROAD, GREENVILLE, SC 29615, or at a different place if required by the Note Holder.

**4. 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 monthly 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 U.S. \$20.00. I will pay this late charge only once on any late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment by the date stated in Section 3 above, I will be in default.

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

**(C) Notice from Note Holder**

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 mailed to me or, if it is not mailed, 30 days after the date on which it is delivered to me.

**(D) 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 for its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**5. THIS NOTE SECURED BY A MORTGAGE**

In addition to the protections given to the Note Holder under this Note, a Mortgage, dated August 19, 1998, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of amounts that I owe under this Note.



#### 6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE

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 a letter that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

I may make a full prepayment or a partial prepayment without paying any penalty. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments. 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 delays in the due dates or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delays or changes.

#### 7. 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"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorser."

#### 8. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified mail addressed to me at the Property Address above. A notice will be delivered or mailed to me 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 certified mail to the Note Holder at the address stated in Section 3 above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

#### 9. RESPONSIBILITY 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 and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 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 7 above) is also obligated to keep all of the promises made in this Note.

  
BRADLEY J. CONKLIN - Borrower

(Seal)

[Sign Original Only]

## **EXHIBIT B**

Loan No: 210091498 Vol 186  
Borrower: BRADLEY J CONKLIN

Page 10 of 11

### The Parent Identification Numbers

**Return to:  
HOMECOLD, INC.  
3901 PELHAM ROAD  
GREENVILLE, SC 29615**

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 1:25 PM 7-28-97  
BY David Bell  
FEE 1.50  
Jaron L. Stone, Recorder

**Payable Above This Line For Financing Costs**

## MORTGAGE

THIS MORTGAGE is made this 19th day of August, 1998, between the Mortgagor, **BRADLEY J. CONKLIN** (hereinafter "Borrower"), and the Mortgagee, **HOMEGOLD, INC.**, A CORPORATION, organized and existing under the laws of the State of **SOUTH CAROLINA**, whose address is **3901 PELHAM ROAD, GREENVILLE, SC 29615**.

WHEREAS, Borrower is indebted to Lender in the principal sum of EIGHT THOUSAND FIVE HUNDRED and NO/100-----Dollars (U.S. \$ 8,500.00), which indebtedness is evidenced by Borrower's note dated 19th day of August, 1970 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on August 24, 2002.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of the Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the City of CLEARFIELD, CLEARFIELD County, State of Pennsylvania:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

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



Karen L. Starck  
Recorder of Deeds

which has the address of 607 BLOER AVE.  
Pensacola 14, Florida 32502

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

**PENNSYLVANIA - SECOND MORTGAGE - 1/28 - FTMATH/MLC UNIFORM INSTRUMENT**

Form 20-90 Page 1 of 2 August

12/05/2002 11:23AM

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

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

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

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

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

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

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

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

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

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

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

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

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

Loan No. 3100031898

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Doc ID: 341

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appointment, disburse such funds, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender requires mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premium required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

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

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

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

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

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

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

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

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

**16. Transfer of the Property 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 shall pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

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

**18. Borrower's Right to Rescind.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgement enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had an acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees of up to \$500; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by the Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 17 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, reasonable attorneys' fees, premiums on receiver's bond and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

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

**21. Interest Rate After Judgement.** Borrower agrees that the interest rate payable after a judgement is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

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

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

Loan No: 2100031000

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Date Of: 241

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Whereas

Printed Name

BRADLEY J. Conklin

Printed Name

BRADLEY J. CONKLIN

(Seal)

BRADLEY J. CONKLIN - Borrower

State of Pennsylvania  
County of Clearfield

On this the 19<sup>th</sup> day of August, 1998, before me, Kristen L. Zurat, the undersigned officer, personally appeared BRADLEY J. CONKLIN known to me (or satisfactorily proven) to be the person whose name are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

(Seal)

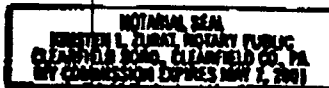
Kristen L. Zurat

Notary Public

Kristen L. Zurat

(Printed Name)

My commission expires:

I certify that the precise residence and address of the within-named Lender is: HOME GOLD, INC., 301 PELHAM ROAD, GREENVILLE, SC 29615

Signature:

(Agent on behalf of Lender)

Loan #: 210000931848  
Borrower: Bradley Tonkin

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**Legal Description:**

ALL that certain piece or parcel of ground sits in the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a mark in sidewalk of Bigler Avenue at East Sixth Street; thence South  $81^{\circ} 18'$  East 89.46 feet to an iron pin; thence South  $15^{\circ} 55'$  West 62.21 feet along the Western boundary of the now or formerly of Anthony Pallotta to an iron pin; thence North  $74^{\circ} 6'$  West 84.8 feet along the line now or formerly of Richard L. Varnet to an iron pin on the Eastern right-of-way line of East Sixth Street; thence North  $10^{\circ} 8'$  East 84.8 feet along the Eastern right-of-way line of East Sixth Street to the point and place of beginning.

Entered of Record 20 1978 : 1:05 PM Karen L. Starck, Recorder



## **EXHIBIT C**

EMMANUEL L. STICK  
 REGISTERED AND RECORDED  
 CLEARFIELD COUNTY, PA  
 Philadelphia  
 INSTRUMENT NUMBER  
 1999102775  
 RECORDED IN  
 JUN 21, 1999  
 1011B-49 A41  
 RECORDING FEE - \$1.00  
 COUNTY JUDGMENT \$1.00  
 FILING  
 RECORDING FEE \$1.00  
 INSTRUMENT FEE \$0.34  
 STATE NOTARY \$0.34  
 TOTAL \$2.68

## ASSIGNMENT OF NOTE AND MORTGAGE

2100931090  
 STATE OF: PA  
 COUNTY OF: CLEARFIELD

RETURN TO:  
 HOMEGOLD, INC.  
 P.O. BOX 448  
 GREENVILLE, SC 29602  
 800-494-8212 x5464

PREPARED BY:

VIOLET SHERMAN, HOMEGOLD, INC.

For value received, HOMEGOLD, INC. hereby sells, assigns, transfers, sets over  
 and conveys to: FIRST UNION NATIONAL BANK (9639 Doctor Perry Road, Suite 124,  
 Jjamsville, MD 21754), as TRUSTEES for the registered holders of  
 HomeGold Home Equity Loan Asset Backed Notes, Series 1999-1, its successors  
 and assigns, that certain mortgage executed by:

BRADLEY J. COMBLIN  
 607 BIGLER AVE CLEARFIELD PA 16830

Dated: 05/19/99 in book: *Plan page: 302*

of the records of the County of: CLEARFIELD STATE OF: PA together with the  
 real property therein described; and also the indebtedness described therein  
 and secured thereby, the note(s) evidencing said indebtedness having this date  
 been TRANSFERRED AND ASSIGNED TO FIRST UNION NATIONAL BANK AS  
 TRUSTEES together with all the rights, title and interest in and to  
 the said mortgage, the property therein described and the indebtedness thereby  
 secured; and the said FIRST UNION NATIONAL BANK AS TRUSTEES is hereby  
 subrogated to all rights, powers, privileges, and securities vested in:  
 HOMEGOLD, INC. under and by virtue of the aforesaid mortgage.

THE FOLLOWING IS INCORPORATED INTO THIS ASSIGNMENT: (yes/no) ☒ NO

## 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 WITNESS WHEREOF, the assignor has caused this instrument to be executed  
 this 27th day of MAY 1999 by the duly authorized officer of:

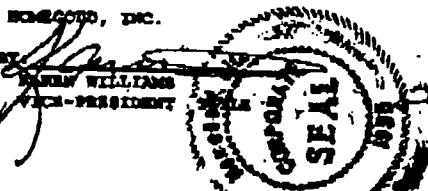
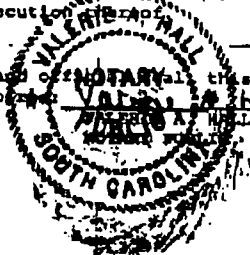
HOMEGOLD, INC.

Witness: T. J. REINE  
*T. J. Reine*

Witness: VIOLET SHERMAN  
 STATE OF: SOUTH CAROLINA  
 COUNTY OF: GREENVILLE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he  
 saw the within named officer sign, seal and as (his) (her) act and good deliver  
 the within written Assignment, and (s)he with the other witness named above  
 witnessed the execution of the same.

Witness my hand and official seal this 27th day of MAY 1999  
 My Commission Expires 04/24/2005



Loan #: 210000931898  
Examiner: Bradley J. J. N

**Legal Description:**

ALL that certain piece or parcel of ground situate in the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINS at a mark in sidewalk of Bigler Avenue at East Sixth Street; thence South 61° 10' East 88.45 feet to an iron pin; thence South 15° 56' West 68.21 feet along the Western boundary of lot now or formerly of Anthony F. Berle to an iron pin; thence North 79° 8' West 84.8 feet along the line now or formerly of Richard L. Shumard to an iron pin on the Eastern right-of-way line of East Sixth Street; thence North 10° 4' East 82.8 feet along the Eastern right-of-way line of East Sixth Street to the point and place of beginning.

## **EXHIBIT D**

**ACT 91 NOTICE  
(PROMISSORY NOTE)  
TAKE ACTION TO SAVE  
YOUR HOME FROM  
FORECLOSURE**

DATE: September 26, 2002

TO: Bradley J. Conklin  
607 Bigler Avenue  
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 Promissory Note 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 33 DAYS FROM 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, PUEDE AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI 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 FERDIDA DEL DERECHO A REDIMAR SU HIPOTECA.

#### STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): Bradley J. Conklin  
PROPERTY ADDRESS: 607 Bigler Avenue, Clearfield, PA 168330  
LOAN ACCT. NO.: 2100931898  
ORIGINAL LENDER: Homegold Inc.  
CURRENT LENDER/SERVICER: Homegold Inc.

#### **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 Promissory Note for thirty three (33) 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 (33) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR PROMISSORY NOTE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR PROMISSORY NOTE DEFAULT" EXPLAINS HOW TO BRING YOUR PROMISSORY NOTE 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 three(33) 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 Promissory Note is in a 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 three (33) 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 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 PROMISSORY NOTE DEFAULT (Bring it up to date).**

**NATURE OF THE DEFAULT**-The PROMISSORY NOTE debt held by the above lender on your property located at: **607 Bigler Avenue, Clearfield, PA 168330** IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY PAYMENTS for the following months and the following amounts are now past due: Start/End: **06/24/01 thru 09/24/02** at **\$134.86** per month.

Monthly Payments Plus Late Charges Accrued	\$2,517.76
NSF:	\$0.00
Inspections:	\$52.50
Other:	\$0.00
(Suspense):	\$0.00
<b>Total amount to cure default</b>	<b>\$2,570.26</b>

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 THREE (33) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS **\$2,570.26** PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY THREE (33) DAY PERIOD. As of the date of this letter, you owe the amount specified above. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (215) 563-7000 and ask for the Reinstatement Department. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: Federman & Phelan, LLP, One Penn Center at Suburban Station, Suite 1400, Philadelphia, PA 19103-1914. Attention: Reinstatement Department. You can cure any other default by taking the following action within THIRTY THREE (33) 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 THREE(33) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. The 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 THREE (33) DAYS, the lender also intends to instruct its attorney to start legal action to foreclosure upon your mortgage property.

**IF THE PROMISSORY NOTE 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 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 to the lender, which may also

include other reasonable costs. If you cure the default within the THIRTY THREE (33) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES-The lender will 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 THREE (33) 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 Promissory Note. 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: Attorney Representing Lender:  
**FEDERMAN & PHELAN, LLP**  
One Penn Center at Suburban Station  
Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000 Contact Person: Janette Mahoney

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

ASSUMPTION OF MORTGAGE-You \_\_\_\_\_ may or X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charge and attorney's fees and cost 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 PROMISSORY NOTE 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 PROMISSORY NOTE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU 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 PROMISSORY NOTE 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



**If this is the first notice that you have received from this office, be advised that: You may dispute the validity of the debt or any portion thereof. If you do so in writing within thirty three (33) days from the date of this letter, this firm will obtain and provide you with written verification thereof; otherwise the debt will be assumed to be valid. Likewise if requested within thirty three (33) days from the date of this letter, the firm will send you the name and address of the original creditor if different from above.**

Very truly yours,

FEDERMAN AND PHELAN, LLP

Cc: Homegold Inc.

Attn: Bill Martin

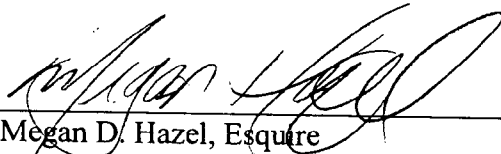
Account No.: 2100931898

**Mailed by 1<sup>st</sup> Class mail and by certified Mail No: 7001 1940 0000 0094 7842**

VERIFICATION

MEGAN D. HAZEL, ESQUIRE hereby states that she is attorney for Plaintiff in this matter, that she is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c), and the statements made in the foregoing Civil Action are based upon information supplied by Plaintiff and are true and correct to the best of her knowledge, information, and belief.

The undersigned understands that this statement is made subject to the penalties of Pa. C. S. Sec. 4904 relating to unsworn falsification to authorities.

  
Megan D. Hazel, Esquire  
Attorney for Plaintiff

DATE: 12-11-02

FEDERMAN AND PHELAN, LLP  
BY: Megan D. Hazel, Esquire  
Atty. I.D. # 84047  
1617 John F. Kennedy Boulevard Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

First Union National Bank, as : Court of Common Pleas  
Indenture Trustee for the :  
registered holders of HomeGold : Civil Division  
Home Equity Loan Asset Backed :  
Notes, Series 1999-1 : Clearfield County  
2340 Broad River Road :  
Columbia, SC 29210 : No. 02-1944-CD  
Plaintiff

vs.

Bradley J. Conklin  
607 Bigler Avenue  
Clearfield, PA 16830  
Defendants

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

JUN 10 2003

Attest.

Prothonotary/  
Clerk of Courts

### ORDER

AND NOW, this 10 day of June, 2003, upon  
consideration of Plaintiff's Motion for Service Pursuant to Special Order of Court and the Affidavit  
of Good Faith Investigation attached thereto, it is hereby ORDERED that Plaintiff may obtain  
service of the Complaint on the above captioned Defendant Bradley J. Conklin, by mailing a true  
and correct copy of the Complaint by certified mail and regular mail to the Defendant's last known  
address located at RR 1 Box 28, West Decatur, PA 16878 and to the property located at 607 Bigler  
Avenue, Clearfield, PA 16830.

Service of the aforementioned mailings is effective upon the date of mailing and is to be  
done by Plaintiff's attorney, who will file with the Prothonotary's Office an Affidavit as to the  
mailing.

**FILED**

JUN 10 2003  
William A. Shaw  
Prothonotary

1 CH. TO ATT

BY THE COURT

J.

FEDERMAN AND PHELAN, LLP  
BY: Megan D. Hazel, Esquire  
Atty. I.D. # 84047  
1617 John F. Kennedy Boulevard Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

First Union National Bank, as	:	Court of Common Pleas
Indenture Trustee for the	:	
registered holders of HomeGold	:	Civil Division
Home Equity Loan Asset	:	
Backed Notes, Series 1999-1	:	Clearfield County
2340 Broad River Road	:	
Columbia, SC 29210	:	No. 02-1944-CD

Plaintiff

vs.

Bradley J. Conklin  
607 Bigler Avenue  
Clearfield, PA 16830

Defendants

FILED

JUN 02 2003

William A. Shaw  
Prothonotary

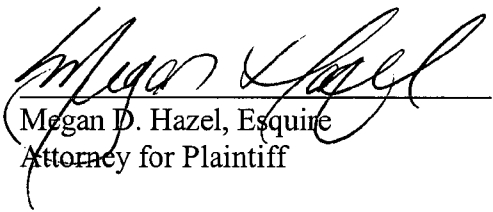
**CERTIFICATION OF SERVICE**

I, Megan D. Hazel, Esquire, herby certify that a copy of the Motion for Service Pursuant to Special Order of Court has been sent to the Defendant as indicated below by first class mail, postage prepaid, on the date listed below.

Bradley J. Conklin  
607 Bigler Avenue  
Clearfield PA 16830

Bradley J. Conklin  
RR 1 Box 28  
West Decatur, PA 16878

Date: 5-29-03

  
Megan D. Hazel, Esquire  
Attorney for Plaintiff

FILED *Wec*

*M 10:35 AM*  
JUN 02 2003

William A. Shaw  
Prathanotary

*Wec*



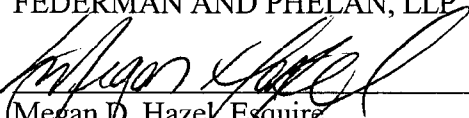
2. Pursuant to Pennsylvania Rule of Civil Procedure 430, Plaintiff has made a good faith effort to locate the Defendant. An Affidavit of Good Faith Investigation setting forth the specific inquiries made and the results therefrom is attached hereto and made part hereof as Exhibit "B".

3. Plaintiff submits that it has made a good faith effort to locate the Defendant, but has been unable to do so.

**WHEREFORE**, Plaintiff respectfully requests this Honorable Court enter an Order pursuant to Pennsylvania Rule of Civil Procedure 430 directing service of the Complaint by certified mail and regular mail.

Date: 5-29-03

Respectfully submitted:  
FEDERMAN AND PHELAN, LLP

  
\_\_\_\_\_  
Megan D. Hazel, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN, LLP  
BY: Megan D. Hazel, Esquire  
Atty. I.D. # 84047  
1617 John F. Kennedy Boulevard Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

First Union National Bank, as	:	Court of Common Pleas
Indenture Trustee for the		
registered holders of HomeGold	:	Civil Division
Home Equity Loan Asset Backed		
Notes, Series 1999-1	:	Clearfield County
2340 Broad River Road		
Columbia, SC 29210	:	No. 02-1944-CD
Plaintiff		

vs.

Bradley J. Conklin  
607 Bigler Avenue  
Clearfield, PA 16830  
Defendants

### **MEMORANDUM OF LAW**

Pennsylvania Rule of Civil Procedure 430(a) specifically provides:

(a) If service cannot be made under the applicable rule, the plaintiff may move the Court for a special order directing the method of service. The Motion shall be accompanied by an Affidavit stating the nature and extent of the investigation which has been made to determine the whereabouts of the Defendant(s) and the reasons why service cannot be made.

As indicated by the attached Sheriff's Returns of Service, the Sheriff has been unable to serve the Complaint on Defendant Bradley J. Conklin. After several attempts to serve the Defendant and notes left at the property address located at 607 Bigler Avenue, Clearfield, PA 16830, the Sheriff indicated on January 20, 2002 that there was never any answer despite numerous attempts. The Sheriff attempted to serve the Defendant at RR 1 Box 28, West Decatur, PA 16878 and discovered that the house was vacant. An employee of the Sheriff's office called Plaintiff on March 18, 2003 to advise of the same. On May 5, 2003 the Sheriff's office issued a return indicating the results of the service. On May 28, 2003, Plaintiff called the Sheriff's office and spoke with Marilyn who advised that May 5, 2003 is the date that the return was issued and that the

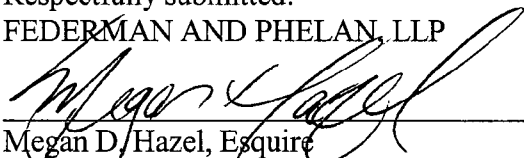


Sheriff had attempted service prior to that date. A good faith effort to discover the whereabouts of Defendant Bradley J. Conklin has been made as evidenced by the attached Affidavit of Good Faith Investigation.

**WHEREFORE**, Plaintiff respectfully requests this Honorable Court enter an Order pursuant to Pennsylvania Rule of Civil Procedure 430 directing service of the Complaint by certified mail and regular mail.

Date: 5-29-03

Respectfully submitted:  
FEDERMAN AND PHELAN, LLP

  
\_\_\_\_\_  
Megan D. Hazel, Esquire  
Attorney for Plaintiff

## **EXHIBIT A**

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

Sheriff Docket # 13422

FIRST UNION NATIONAL BANK

02-1944-CD

VS.

CONKLIN, BRADLEY J.

COMPLAINT ON A PROMISSORY NOTE

**SHERIFF RETURNS**

NOW JANUARY 20, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN  
THE WITHIN COMPLAINT ON A PROMISSORY NOTE "NOT FOUND" AS TO  
BRADLEY J. CONKLIN, DEFENDANT. SEVERAL ATTEMPTS NOT AT HOME., LEFT  
NOTICE TO CONTACT SHERIFF'S OFFICE.

**Return Costs**

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

Sworn to Before Me This

\_\_\_\_\_ Day Of \_\_\_\_\_ 2003

So Answers,



**Chester A. Hawkins**  
Sheriff

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

FIRST UNION NATIONAL BANK

Sheriff Docket #

13422

VS.

02-1944-CD

CONKLIN, BRADLEY J.

COMPLAINT ON A PROMISSORY NOTE

COPY

**SHERIFF RETURNS**

NOW MAY 5, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT ON A PROMISSORY NOTE "NOT FOUND" AS TO BRADLEY J. CONKLIN, DEFENDANT. HOUSE IS EMPTY.

**Return Costs**

Cost	Description
14.15	SHERIFF HAWKINS PAID BY: ATTY CK# 259046
10.00	SURCHARGE PAID BY: ATTY CK# 259407

Sworn to Before Me This

\_\_\_\_ Day Of \_\_\_\_\_ 2003

So Answers,



Chester A. Hawkins  
Sheriff

## **EXHIBIT B**

**DEFAULT EXPRESS SERVICES, INC.**  
**AFFIDAVIT OF GOOD FAITH INVESTIGATION**

File Number: 03-7324

Attorney Firm: **Federman & Phelan**

Subject: **Bradley J. Conklin**

Current Address: 607 Bigler Ave. Clearfield, PA 16830

Property Address: 607 Bigler Ave. Clearfield, PA 16830

Mailing Address: 607 Bigler Ave. Clearfield, PA 16830

**I Steven M. Ruffo, being duly sworn according to law, do hereby depose and state as follows, I have conducted an investigation into the whereabouts of the above-noted individual(s) on 2/21/03 and have discovered the following:**

**I. CREDIT INFORMATION**

**A. SOCIAL SECURITY NUMBER**

**Our search verified the following to be true and correct**

**Bradley J. Conklin - 161-46-2458**

**B. EMPLOYMENT SEARCH**

**Bradley J. Conklin - A review of the credit report provided no employment information.**

**C. INQUIRY OF CREDITORS**

**On 2/21/03 our inquiry with the creditors indicate that Bradley J. Conklin reside(s) at: 607 Bigler Ave. Clearfield, PA 16830**

**II. INQUIRY OF TELEPHONE COMPANY**

**A. DIRECTORY ASSISTANCE SEARCH**

**On 2/21/03 our office contacted directory assistance which indicated that Bradley J. Conklin reside(s) at: 607 Bigler Ave. Clearfield, PA 16830 - 814-765-3945. Our office made telephone call to the mortgagors phone number on 2/21/03 and received a disconnected message.**

**III. INQUIRY OF NEIGHBORS**

**Using our whitepages database we were unable to verify the current address with a neighbor.**

**IV. INQUIRY OF POST OFFICE**

**A. NATIONAL ADDRESS UPDATE**

**Our inquiry with the national address database on 2/21/03 indicates the following is correct: Bradley J. Conklin - 607 Bigler Ave. Clearfield, PA 16830**

**B. ADDITIONAL ACTIVE MAILING ADDRESSES**

**Per our inquiry with the creditors on 2/21/03 the following is an active mailing address: RR1 Box 28 West Decatur, PA 16878**

**V. MOTOR VEHICLE REGISTRATION**

**A. MOTOR VEHICLE & DMV OFFICE**

**Per the Pennsylvania Department of Motor Vehicle Bradley J. Conklin has a valid identification registered with the state.**

**VI. OTHER INQUIRIES**

**A. DEATH RECORDS**

**As of Jan. 1, 2003 Vital Records has no death record on file for Bradley J. Conklin.**

B. PUBLIC LICENSES (PILOT, REAL ESTATE, ETC.)

Our office conducted a check on 2/21/03 for public licenses and found the following: no record on file.

C. COUNTY VOTER REGISTRATION

The Clearfield Cnty Voter reg has a registration for Bradley J. Conklin

D. INTERNET

All accessible public databases have been checked and cross-referenced for the above named individual(s).

E. TAX ASSESSMENT OFFICE

On 2/21/03 our office conducted a search of the following tax records which showed the following: not applicable

VII. ADDITIONAL INFORMATION OF SUBJECT

A. DATE OF BIRTH

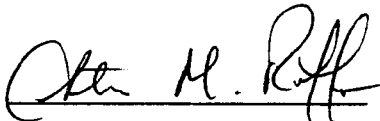
Bradley J. Conklin - 12/24/53

B. A.K.A.

none

The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

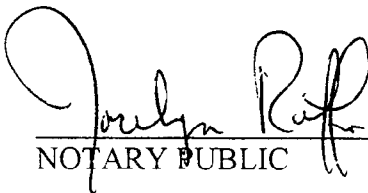
I hereby verify that the statements made herein are true and correct to the best of my knowledge, information and belief and that this affidavit of investigation is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



AFFIANT Steven M. Ruffo  
Default Express Services, INC. President

Sworn to and subscribed before me this 25 day of Feb 2003

NOTARIAL SEAL  
Jocelyn Ruffo  
Notary Public State of New Jersey  
My Commission Expires Mar. 21, 2007

  
NOTARY PUBLIC

DEFAULT EXPRESS SERVICES, INC  
43 WILSON DRIVE  
SICKLERVILLE, NJ 08081  
PHONE: (856) 740-5027  
DEFAULTEXPRESS@COMCAST.NET

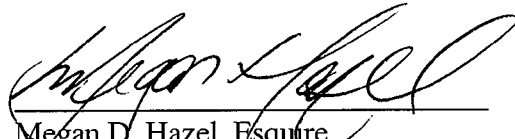
ABOVE INFORMATION IS OBTAINED FROM AVAILABLE PUBLIC RECORDS  
AND BEING ONLY LIABLE FOR THE VERACITY OF THE AFFIDAVIT

### VERIFICATION

Megan D. Hazel, Esquire, hereby states that she is the Attorney for the Plaintiff in this action, that she is authorized to make this Affidavit, and that the statements made in the foregoing Motion for Service Pursuant to Special Order of Court are true and correct to the best of her knowledge, information and belief.

The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

Date: 5-29-03

  
\_\_\_\_\_  
Megan D. Hazel, Esquire  
Attorney for Plaintiff



FILED  
JUN 10 10:35 AM '03  
JUN 02 2003  
NO  
cc  
2  
KRL

William A. Shaw  
Prathnotary

FEDERMAN AND PHELAN, LLP  
BY: Megan D. Hazel, Esquire  
Identification No. 84047  
1617 John F. Kennedy Boulevard,  
Suite 1400  
Philadelphia, PA 19103  
(215)563-7000

---

Attorney for Plaintiff

First Union National Bank, as Indenture  
Trustee for the registered holders of  
HomeGold Home Equity Loan Asset Backed  
Notes, Series 1999-1  
2340 Broad River Road  
Columbia, SC 29210

: Court of Common Pleas

: Civil Division

: Clearfield County

Plaintiff

vs.

: No. 02-1944-CD

Bradley J. Conklin  
607 Bigler Avenue  
Clearfield, PA 16830

Defendants

FILED

JUN 23 2003

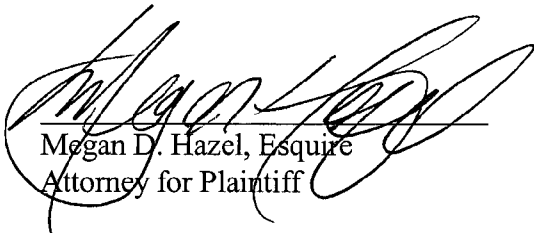
William A. Shaw  
Prothonotary

**PRAECIPE TO REINSTATE CIVIL ACTION**  
**COMPLAINT ON A PROMISSORY NOTE**

TO THE PROTHONOTARY:

Kindly reinstate the Civil Action Complaint on a Promissory Note with reference to the  
above captioned matter.

Date: 6-18-03

  
Megan D. Hazel, Esquire  
Attorney for Plaintiff

FILED No CC

7/11/03 8:01 AM pd. 7.00

JUN 23 2003

1 Complaint re-instated

William A. Shaw  
Prothonotary  
to Atty  
JES

FEDERMAN AND PHELAN, LLP  
BY: Megan D. Hazel, Esquire  
Identification No. 84047  
1617 John F. Kennedy Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

First Union National Bank, as Indenture  
Trustee for the registered holders of  
HomeGold Home Equity Loan Asset Backed  
Notes, Series 1999-1

: Court of Common Pleas

: Civil Division

Plaintiff

: Clearfield County

vs.

Bradley J. Conklin

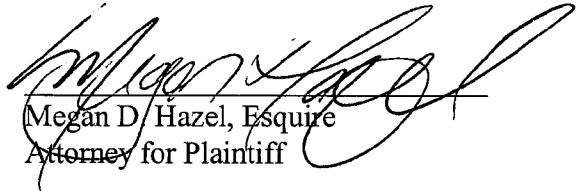
: No. 02-1944-CD

Defendant

**AFFIDAVIT OF SERVICE OF COMPLAINT**  
**BY MAIL PURSUANT TO COURT ORDER**

I hereby certify that a true and correct copy of the Civil Action Complaint on a Promissory Note in the above captioned matter was sent by regular and certified mail, return receipt requested, to the following persons, to Bradley J. Conklin at 607 Bigler Avenue, Clearfield, PA 16830 and RR 1 Box 28, West Decatur, PA 16878 on June 27, 2003 in accordance with the Order of Court dated June 10, 2003. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Date: 6-27-03

  
Megan D. Hazel, Esquire  
Attorney for Plaintiff

FILED

JUL 02 2003

William A. Shaw  
Prothonotary

FILED

NO

M/1:24

cc

JUL 02 2003

~~cc~~

William A. Shaw  
Præthenotary

FEDERMAN AND PHELAN, LLP

by: Megan D. Hazel, Esquire

Atty. I.D. No. 84047

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

First Union National Bank, as Indenture Trustee for the  
registered holders of HomeGold Home Equity

Loan Asset Backed Notes, Series 1999-1

2340 Broad River Road

Columbia, SC 29210

Plaintiff

vs.

Bradley J. Conklin

607 Bigler Avenue

Clearfield, PA 16830

Defendant

Attorney for Plaintiff

Court of Common Pleas

Civil Division

Clearfield County

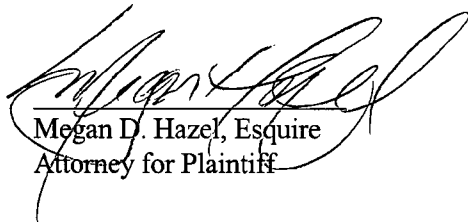
No. 02-1944-CD

**PRAECIPE FOR IN PERSONAM JUDGMENT**

**TO THE PROTHONOTARY:**

Kindly enter Judgment in personam in favor of the Plaintiff, First Union National Bank, as Indenture Trustee for the registered holders of HomeGold Home Equity Loan Asset Backed Notes, Series 1999-1 and against the Defendant Bradley J. Conklin in the amount of \$12,666.74 together with interest to July 30, 2003 at the rate of \$3.39 per diem, and other costs and charges collectible under the note, for failure to enter a written appearance within twenty (20) days of service.

I hereby certify that according to Rule 237.1, written 10-day notices of Plaintiff's intention to file a praecipe for entry of default judgment were mailed to the Defendant, true and correct copies of which are attached hereto.

  
Megan D. Hazel, Esquire  
Attorney for Plaintiff

Default Judgment entered as indicated above.

DATE: 8/1/03

**FILED**

**AUG 01 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

FEDERMAN AND PHELAN, LLP

by: Megan D. Hazel, Esquire

Atty. I.D. No. 84047

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

Attorney for Plaintiff

First Union National Bank, as Indenture Trustee for the  
registered holders of HomeGold Home Equity

Loan Asset Backed Notes, Series 1999-1

2340 Broad River Road

Columbia, SC 29210

Plaintiff

: Court of Common Pleas

: Civil Division

: Clearfield County

vs.

: No. 02-1944-CD

Bradley J. Conklin

607 Bigler Avenue

Clearfield, PA 16830

Defendant

**VERIFICATION OF NON-MILITARY SERVICE**

Megan D. Hazel, Esquire, hereby verifies that she is Attorney for Plaintiff in the above captioned matter, and that on information and belief, she has knowledge of the following facts, to wit:

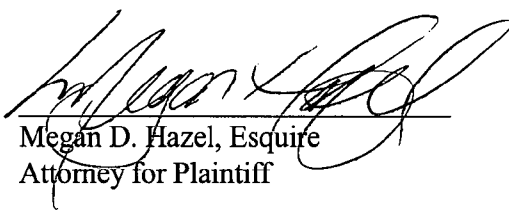
(a) That the defendant is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) That defendant Bradley J. Conklin, is over 18 years of age with a last known address of RR 1 Box 28, West Decatur, PA 16878.

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

Date:

7-30-03

  
Megan D. Hazel, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN, LLP  
BY: Megan D. Hazel, Esquire  
Identification No. 84047  
1617 John F. Kennedy Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

First Union National Bank, as Indenture  
Trustee for the registered holders of  
HomeGold Home Equity Loan Asset Backed  
Noted, Series 1999-1

: Court of Common Pleas

: Civil Division

Plaintiff

: Clearfield County

vs.

: No. 02-1944-CD

Bradley J. Conklin

Defendant

To: Bradley J. Conklin  
607 Bigler Avenue  
Clearfield, PA 16830

FILE COPY


Date of Notice: July 18, 2003

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 AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

#### **IMPORTANT NOTICE**

You are in default because you have failed 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:

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

  
Megan D. Hazel, Esquire  
Attorney for Plaintiff



FEDERMAN AND PHELAN, LLP  
BY: Megan D. Hazel, Esquire  
Identification No. 84047  
1617 John F. Kennedy Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

First Union National Bank, as Indenture  
Trustee for the registered holders of  
HomeGold Home Equity Loan Asset Backed  
Noted, Series 1999-1

: Court of Common Pleas

: Civil Division

Plaintiff

: Clearfield County

vs.

: No. 02-1944-CD

Bradley J. Conklin

Defendant

To: Bradley J. Conklin  
RR 1 Box 28  
West Decatur, PA 16878

FILE COPY

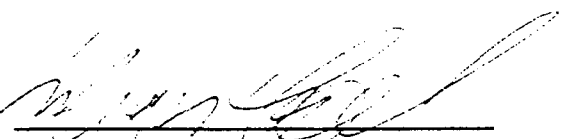
Date of Notice: July 18, 2003

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CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

  
Megan D. Hazel, Esquire  
Attorney for Plaintiff

FILED

Atty Ad. 20.00

M/11:15~~30~~  
AUG 01 2003

William A. Shaw  
Prothonotary/Clerk of Courts

ICC & Notice to Def at each address:

607 Bigler Ave, Clearfield, PA 16830

RR1, Box 28, West Decatur, PA 16878

Statement to Atty *Shaw*

OFFICE OF THE PROTHONOTARY

COPY

COURT OF COMMON PLEAS

TO: Bradley J. Conklin  
607 Bigler Avenue  
Clearfield, PA 16830

First Union National Bank, as Indenture Trustee  
for the registered holders of HomeGold Home Equity  
Loan Asset Backed Notes, Series 1999-1  
2340 Broad River Road  
Columbia, SC 29210

Plaintiff

vs.

Bradley J. Conklin  
607 Bigler Avenue  
Clearfield, PA 16830

Defendant

: Court of Common Pleas  
:  
: Civil Division  
:  
: Clearfield County  
:  
: No. 02-1944-CD

Attorney ID # 84047

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.

Prothonotary



- xx Judgment by Default
- xx Money Judgment
- Judgment in Replevin
- Judgment for Possession
- Judgment on Award of Arbitration
- Judgment on Verdict
- Judgment on Court Findings

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

ATTORNEY: Megan D. Hazel, Esquire, at this telephone number: (215) 563-7000.

OFFICE OF THE PROTHONOTARY

COPY

COURT OF COMMON PLEAS

TO: Bradley J. Conklin  
RR 1 Box 28  
West Decatur, PA 16878

First Union National Bank, as Indenture Trustee  
for the registered holders of HomeGold Home Equity  
Loan Asset Backed Notes, Series 1999-1  
2340 Broad River Road  
Columbia, SC 29210

Plaintiff

vs.

Bradley J. Conklin  
607 Bigler Avenue  
Clearfield, PA 16830

Defendant

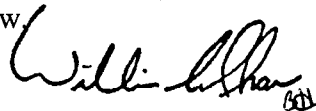
: Court of Common Pleas  
: Civil Division  
: Clearfield County  
: No. 02-1944-CD

Attorney ID # 84047

NOTICE

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Prothonotary



- ☒ Judgment by Default
- ☒ Money Judgment
- ☐ Judgment in Replevin
- ☐ Judgment for Possession
- ☐ Judgment on Award of Arbitration
- ☐ Judgment on Verdict
- ☐ Judgment on Court Findings

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

ATTORNEY: Megan D. Hazel, Esquire, at this telephone number: (215) 563-7000.

COPY

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

First Union National Bank, as Indenture  
Trustee for the registered holders of  
HomeGold Home Equity Loan Asset  
Backed Notes, Series 1999-1  
Plaintiff(s)

No.: 2002-01944-CD

Real Debt: \$12,666.74

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Bradley J. Conklin  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 1, 2003

Expires: August 1, 2008

Certified from the record this 1st day of August, 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

FEDERMAN AND PHELAN, LLP  
BY: MEGAN D. HAZEL, ESQUIRE  
Identification No. 84047  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

First Union National Bank, as Indeture Trustee :  
For the registered holders of HomeGold Home :  
Equity Loan Asset Backed Notes, Series 1999-1 :  
2340 Broad River Road :  
Columbia, SC 29210 :

Plaintiff

VS.

Bradley J. Conklin  
607 Bigler Avenue  
Clearfield, PA 16830

Defendant

Court of Common Pleas  
Civil Division

Clearfield County  
No. 2002-1944-CD

PRAECIPE

TO THE PROTHONOTARY:

\_\_\_\_ Please mark the above referenced case Discontinued and Ended without  
prejudice.

\_\_\_\_ Please mark the above referenced case Settled, Discontinued and Ended.

\_\_\_\_ Please mark Judgments satisfied and the Action settled, discontinued and  
ended.

X Please Withdraw the judgment entered and mark the action discontinued and  
ended without prejudice.

\_\_\_\_ Please withdraw the complaint and mark the action discontinued and  
ended without prejudice.

Date: 2/24/04

*Megan D. Hazel*  
Megan D. Hazel, Esquire  
Attorney for Plaintiff

FILED

FEB 26 2004

William A. Shaw  
Prothonotary

FILED

M 2:08 PM / cc accepted  
attest to legal  
FEB 26 2004 Copy to CA  
C  
K

William A. Chew  
Prothonotary

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

**CIVIL DIVISION**

**First Union National Bank**

**Vs.**

**No. 2002-01944-CD**

**Bradley J. Conklin**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on February 26, 2004, marked:

Discontinued, Settled and Ended.

Record costs in the sum of \$181.15 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 26th day of February A.D. 2004.

---

William A. Shaw, Prothonotary