

03-1781-CD
CENTEX, HOME EQUITY CORP. vs. STEVEN G. FISENHOWER

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
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Attorney for Plaintiff

Centex Home Equity Corporation
n/d/b/a Centex Home Equity
Company, LLC
P.O. Box 199111
Mail Stop AK7
Dallas, TX 75219

v.

Steven G. Eisenhower
RR 7 Box 257 A
Punxsutawney, PA 15767

Clearfield County
Court of Common Pleas

FILED

DEC 01 2003

William A. Shaw
Prothonotary/Clerk of Courts

Number **03-1781-CD**

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMATION ACERCA DE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMACION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGUN HONORARIO.

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Attorney for Plaintiff

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CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Centex Home Equity Corporation n/d/b/a Centex Home Equity Company, LLC, a corporation duly organized and doing business at the above captioned address.

2. The Defendant is Steven G. Eisenhower, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is RR 7 Box 257 A, Punxsutawney, PA 15767.

3. On 01/05/2001, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Home Loan and Investment Bank, F.S.B. which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #200104875.

4. On 12/31/2001, the aforesaid mortgage was thereafter assigned by Home Loan and Investment Bank, F.S.B. to Centex Home Equity Corporation n/d/b/a Centex Home Equity Company, LLC, Plaintiff herein, by Assignment of Mortgage recorded in the Office of the Recorder of Clearfield County in Assignment of Mortgage Book as Instrument #200120926.

5. The premises subject to said mortgage is described in the legal description attached as Exhibit "A" and is known as 4 Water Street, Mahaffey, PA 15757.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 07/10/2003 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.


7. The following amounts are due on the mortgage:

Principal Balance	\$ 25,323.86
Interest 06/10/2003 through 11/30/2003 (Plus \$ 10.63 per diem thereafter)	\$ 1,796.47
Attorney's Fee	\$ 1,500.00
Late Charges	\$ 361.90
Corporate Advances	\$ 644.39
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	\$ 200.00
 GRAND TOTAL	 \$ 30,176.62

8. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

9. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by regular mail with certificate of mailing.

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$30,176.62, together with interest at the rate of \$10.63 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.


TERRENCE J. MCCABE, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, Terrence J. McCabe, Esquire, hereby certifies that he is the Attorney for the Plaintiff in the within action, and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.


TERRENCE J. MCCABE

When Recorded Mail To:

Home Loan and Investment Bank, F.S.B.
One Home Loan Plaza, Suite 3
Warwick, Rhode Island 02886-1765

259902026

[Space Above This Line For Recording Data]

MORTGAGE

Loan Number

THIS MORTGAGE ("Security Instrument") is given on JANUARY 5, 2001. The mortgagor is STEVEN G. EISENHOWER ("Borrower"). This Security Instrument is given to HOME LOAN AND INVESTMENT BANK, F.S.B., which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is ONE HOME LOAN PLAZA, SUITE 3, WARWICK, RHODE ISLAND 02886-1765 ("Lender"). Borrower owes Lender the principal sum of TWENTY-FIVE THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND 00/100ths Dollars (U.S. \$25,875.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 10, 2021. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

SEE ATTACHED SCHEDULE A

THIS IS A CERTIFIED
TRUE COPY OF THE
ORIGINAL SENT FOR RECORDING

Joe M. Murphy President

which has the address of 4 WATER STREET,

Pennsylvania 15757

[Zip Code]

[Street]

("Property Address");

BOROUGH OF MAHAFFEY

[City]

EXHIBIT "A"

3. The land referred to in this Commitment is described in Schedule C.
Being known as 4 Water Street, Tax ID# 13-C11-303-9 & 13-C11-303-10, Borough of Mahaffey, Clearfield County, State of
Pennsylvania, more particularly described in deed book 1903 page 430.

Schedule B - Section 1

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

BORROWER COVENANTS that Borrower is lawfully 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

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

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. 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 payable from time to time under the Note.

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

☐ Adjustable Rate Rider

☐ Condominium Rider

☐ 1-4 Family Rider

☐ Graduated Payment Rider

☐ Planned Unit Development Rider

☐ Biweekly Payment Rider

☐ Balloon Rider

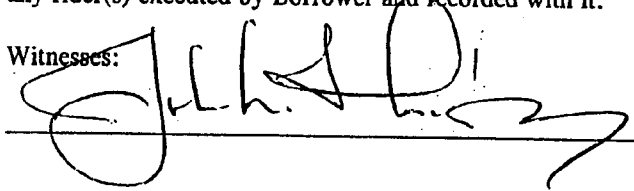
☐ Rate Improvement Rider

☐ Second Home Rider

☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:




STEVEN G. EISENHOWER (Seal)
-Borrower

Social Security Number 192-40-7228

_____ (Seal)
-Borrower

Social Security Number _____

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Social Security Number _____

Social Security Number _____

I hereby certify that the precise address of the Lender (Mortgagee) is: ONE HOME LOAN PLAZA, SUITE 3, WARWICK, RHODE ISLAND 02886-1765

On behalf of the Lender. By: Edwin Furtado

Title: Executive Vice President

[Space Below This Line For Acknowledgment]


COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD

County ss:

On this, the 5TH day of JANUARY, 2001, before me, the undersigned officer, personally appeared STEVEN G. EISENHOWER known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes herein contained.

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

My Commission Expires:



Notarial Seal
Gloria J. English, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Dec. 9, 2002

Member, Pennsylvania Association of Notaries

Title of Officer

3-24-04 Document
Reinstated/Reissued to Sheriff/Attorney
for service. *Will. Shaw*
~~Deputy~~ Prothonotary

FILED & cc SHS
m/2:31 PM
DEC 01 2003
Atty Ad. 85.00
William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

CENTEX HOME EQUITY CORPORATION

VS.

EISENHOWER, STEVEN G.

Sheriff Docket #

14889

03-1781-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JANUARY 16, 2004 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO STEVEN G. EISENHOWER, DEFENDANT. RESIDENCE AT 4 WATER ST., MAHAFFEY, PA. IS "EMPTY". NEW ADDRESS: RD#7 BOX 257A, PUNXSUTAWNEY, PA.

NOW DECEMBER 10, 2003 THOMAS DEMKO, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON STEVEN G. EISENHOWER, DEFENDANT.

NOW JANUARY 12, 2004 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON STEVEN G. EISENHOWER, DEFENDANT BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "NOT SERVED, TIME EXPIRED".

Return Costs

Cost	Description
44.84	SHERIFF HAWKINS PAID BY: ATTY CK# 36627
20.00	SURCHARGE PAID BY: ATTY CK# 36628 & 36800
16.00	JEFFERSON COUNTY SHERIFF PAID BY: ATTY CK# 36799

Sworn to Before Me This

16th Day Of Jan 2004

William A. Shaw

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

So Answers,

Chester A. Hawkins
by Mark J. Harn

Chester A. Hawkins
Sheriff

FILED

01/30/2004
JAN 16 2004

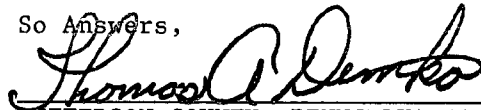
William A. Shaw
Prothonotary/Clerk of Courts

No. 03-1781-CD

Now, January 12, 2004, I return the Notice and Complaint in Mortgage Foreclosure for STEVEN G. EISENHOWER, Defendant, to the Sheriff's Office in Clearfield County, as service time has expired.

Advance Costs Received:	\$125.00
My Costs:	\$ 14.00 Paid
Prothy:	\$ 2.00
Total Costs:	\$ 16.00
Refunded:	\$109.00

So Answers,

 Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

Sworn and subscribed
to before me this 13th
day of Jan 2003
By Pedro J. Sant

My Commission Expires The
First Monday January 2006

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

Attorney for Plaintiff

Centex Home Equity Corporation
n/d/b/a Centex Home Equity
Company, LLC
P.O. Box 199111
Mail Stop AK7
Dallas, TX 75219

v.

Steven G. Eisenhower
RR 7 Box 257 A
Punxsutawney, PA 15767

Clearfield County
Court of Common Pleas

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

DEC 01 2003

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

Number 03-1781-CJ

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMATION ACERCA DE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMACION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGUN HONORARIO.

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

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

Centex Home Equity Corporation n/d/b/a Centex
Home Equity Company, LLC
P.O. Box 199111
Mail Stop AK7
Dallas, TX 75219

Clearfield County
Court of Common Pleas

v.

Steven G. Eisenhower
RR 7 Box 257 A
Punxsutawney, PA 15767

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Centex Home Equity Corporation n/d/b/a Centex Home Equity Company, LLC, a corporation duly organized and doing business at the above captioned address.

2. The Defendant is Steven G. Eisenhower, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is RR 7 Box 257 A, Punxsutawney, PA 15767.

3. On 01/05/2001, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Home Loan and Investment Bank, F.S.B. which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #200104875.

4. On 12/31/2001, the aforesaid mortgage was thereafter assigned by Home Loan and Investment Bank, F.S.B. to Centex Home Equity Corporation n/d/b/a Centex Home Equity Company, LLC, Plaintiff herein, by Assignment of Mortgage recorded in the Office of the Recorder of Clearfield County in Assignment of Mortgage Book as Instrument #200120926.

5. The premises subject to said mortgage is described in the legal description attached as Exhibit "A" and is known as 4 Water Street, Mahaffey, PA 15757.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 07/10/2003 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

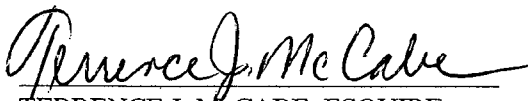
7. The following amounts are due on the mortgage:

Principal Balance	\$ 25,323.86
Interest 06/10/2003 through 11/30/2003 (Plus \$ 10.63 per diem thereafter)	\$ 1,796.47
Attorney's Fee	\$ 1,500.00
Late Charges	\$ 361.90
Corporate Advances	\$ 644.39
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	\$ 200.00
GRAND TOTAL	\$ 30,176.62

8. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

9. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by regular mail with certificate of mailing.

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$30,176.62, together with interest at the rate of \$10.63 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, Terrence J. McCabe, Esquire, hereby certifies that he is the Attorney for the Plaintiff in the within action, and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.


TERRENCE J. MCCABE

When Recorded Mail To:

Home Loan and Investment Bank, F.S.B.
One Home Loan Plaza, Suite 3
Warwick, Rhode Island 02886-1765

259902026

[Space Above This Line For Recording Data]

MORTGAGE

Loan Number

THIS MORTGAGE ("Security Instrument") is given on JANUARY 5, 2001. The mortgagor is STEVEN G. EISENHOWER ("Borrower"). This Security Instrument is given to HOME LOAN AND INVESTMENT BANK, F.S.B., which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is ONE HOME LOAN PLAZA, SUITE 3, WARWICK, RHODE ISLAND 02886-1765 ("Lender"). Borrower owes Lender the principal sum of TWENTY-FIVE THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND 00/100ths Dollars (U.S. \$25,875.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 10, 2021. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

SEE ATTACHED SCHEDULE A

THIS IS A CERTIFIED
TRUE COPY OF THE
ORIGINAL, SENT FOR RECORDING

Joe M. Murphy President

which has the address of 4 WATER STREET,

BOROUGH OF MAHAFFEY

Pennsylvania 15757

[Street]

[City]

("Property Address");

[Zip Code]

EXHIBIT "A"

3. The land referred to in this Commitment is described in Schedule C.
Being known as 4 Water Street, Tax ID# 13-C11-303-9 & 13-C11-303-10, Borough of Mahaffey, Clearfield County, State of
Pennsylvania, more particularly described in deed book 1903 page 430.

Schedule B - Section 1

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

BORROWER COVENANTS that Borrower is lawfully 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

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

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

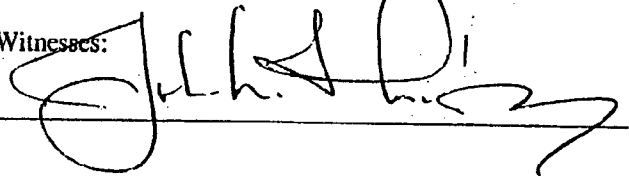
26. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

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

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:




STEVEN G. EISENHOWER (Seal)
-Borrower

Social Security Number 192-40-7228

(Seal)
-Borrower

Social Security Number _____

(Seal)
-Borrower

Social Security Number _____ Social Security Number _____

I hereby certify that the precise address of the Lender (Mortgagee) is: ONE HOME LOAN PLAZA, SUITE 3, WARWICK, RHODE ISLAND 02886-1765


On behalf of the Lender. By: Edwin Furtado Title: Executive Vice President

[Space Below This Line For Acknowledgment]
COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County ss: _____

On this, the 5TH day of JANUARY, 2001, before me, the undersigned officer, personally appeared STEVEN G. EISENHOWER known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes herein contained.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

Notarial Seal
Gloria J. English, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Dec. 9, 2002
Member, Pennsylvania Association of Notaries



Title of Officer

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

Attorney for Plaintiff

Centex Home Equity Corporation
n/d/b/a Centex Home Equity
Company, LLC
P.O. Box 199111
Mail Stop AK7
Dallas, TX 75219

v.

Steven G. Eisenhower
RR 7 Box 257 A
Punxsutawney, PA 15767

Clearfield County
Court of Common Pleas

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

DEC 01 2003

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

Number 03-1781-02

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMATION ACERCA DE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMACION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGUN HONORARIO.

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

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

Centex Home Equity Corporation n/d/b/a Centex
Home Equity Company, LLC
P.O. Box 199111
Mail Stop AK7
Dallas, TX 75219

Clearfield County
Court of Common Pleas

v.

Steven G. Eisenhower
RR 7 Box 257 A
Punxsutawney, PA 15767

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Centex Home Equity Corporation n/d/b/a Centex Home Equity Company, LLC, a corporation duly organized and doing business at the above captioned address.

2. The Defendant is Steven G. Eisenhower, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is RR 7 Box 257 A, Punxsutawney, PA 15767.

3. On 01/05/2001, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Home Loan and Investment Bank, F.S.B. which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #200104875.

4. On 12/31/2001, the aforesaid mortgage was thereafter assigned by Home Loan and Investment Bank, F.S.B. to Centex Home Equity Corporation n/d/b/a Centex Home Equity Company, LLC, Plaintiff herein, by Assignment of Mortgage recorded in the Office of the Recorder of Clearfield County in Assignment of Mortgage Book as Instrument #200120926.

5. The premises subject to said mortgage is described in the legal description attached as Exhibit "A" and is known as 4 Water Street, Mahaffey, PA 15757.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 07/10/2003 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

7. The following amounts are due on the mortgage:

Principal Balance	\$ 25,323.86
Interest 06/10/2003 through 11/30/2003 (Plus \$ 10.63 per diem thereafter)	\$ 1,796.47
Attorney's Fee	\$ 1,500.00
Late Charges	\$ 361.90
Corporate Advances	\$ 644.39
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 30,176.62

8. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

9. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by regular mail with certificate of mailing.

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$30,176.62, together with interest at the rate of \$10.63 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, Terrence J. McCabe, Esquire, hereby certifies that he is the Attorney for the Plaintiff in the within action, and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.


TERRENCE J. MCCABE

When Recorded Mail To:

Home Loan and Investment Bank, F.S.B.
One Home Loan Plaza, Suite 3
Warwick, Rhode Island 02886-1765

259902026

[Space Above This Line For Recording Data]

MORTGAGE

Loan Number

THIS MORTGAGE ("Security Instrument") is given on JANUARY 5, 2001. The mortgagor is STEVEN G. EISENHOWER ("Borrower"). This Security Instrument is given to HOME LOAN AND INVESTMENT BANK, F.S.B., which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is ONE HOME LOAN PLAZA, SUITE 3, WARWICK, RHODE ISLAND 02886-1765 ("Lender"). Borrower owes Lender the principal sum of TWENTY-FIVE THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND 00/100ths Dollars (U.S. \$25,875.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 10, 2021. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

SEE ATTACHED SCHEDULE A

THIS IS A CERTIFIED
TRUE COPY OF THE
ORIGINAL SENT FOR RECORDING

[Signature]
M. Murphy President

which has the address of 4 WATER STREET,

Pennsylvania 15757
[Zip Code]

[Street]
("Property Address");

BOROUGH OF MAHAFFEY
[City]

EXHIBIT "A"

3. The land referred to in this Commitment is described in Schedule C.
Being known as 4 Water Street, Tax ID# 13-C11-303-9 & 13-C11-303-10, Borough of Mahaffey, Clearfield County, State of
Pennsylvania, more particularly described in deed book 1903 page 430.

Schedule B - Section 1

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

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

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. 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 payable from time to time under the Note.

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

☐ Adjustable Rate Rider

☐ Condominium Rider

☐ 1-4 Family Rider

☐ Graduated Payment Rider

☐ Planned Unit Development Rider

☐ Biweekly Payment Rider

☐ Balloon Rider

☐ Rate Improvement Rider

☐ Second Home Rider

☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:


STEVEN G. EISENHOWER

(Seal)

-Borrower

Social Security Number 192-40-7228

(Seal)

-Borrower

Social Security Number _____

(Seal)

-Borrower

(Seal)

-Borrower

Social Security Number _____

Social Security Number _____

I hereby certify that the precise address of the Lender (Mortgagee) is: ONE HOME LOAN PLAZA, SUITE 3, WARWICK, RHODE ISLAND 02886-1765

On behalf of the Lender. By: Edwin Furtado

Title: Executive Vice President

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD

County ss:

On this, the 5TH day of JANUARY, 2001, before me, the undersigned officer, personally appeared STEVEN G. EISENHOWER known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes herein contained.

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

My Commission Expires:

Notarial Seal
Gloria J. English, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Dec. 9, 2002

Member, Pennsylvania Association of Notaries


Title of Officer

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Identification Number 16496

First Union Building

123 South Broad, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

Attorney for Plaintiff

CENTEX HOME EQUITY
CORPORATION N/D/B/A
CENTEX HOME EQUITY
COMPANY, LLC

V.


STEVEN G. EISENHOWER

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

NUMBER 03-1781-CD

MOTION COURT COVER SHEET

TYPE OF MOTION BEING FILED: MOTION FOR ALTERNATIVE SERVICE


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

FILED

MAR 08 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

Attorney for Plaintiff

CENTEX HOME EQUITY
CORPORATION N/D/B/A CENTEX
HOME EQUITY COMPANY, LLC

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

V.

STEVEN G. EISENHOWER

NUMBER 03-1781-CD

O R D E R

AND NOW, this 10th day of March, 2004, the
Plaintiff is granted leave to serve the Complaint in Mortgage
Foreclosure and all other subsequent pleadings that require personal
service and the Notice of Sheriff's Sale upon the Defendant, Steven G.
Eisenhower, by regular mail and by certified mail, return receipt
requested, addressed to the Defendant's last-known address of RR7, Box
257 A, Punxsutawney, PA 15767 and further by posting at the mortgaged
premises known in this herein action as 4 Water Street, Mahaffey, PA
15757.

BY THE COURT:

FILED

Judith J. Ammerman

J.

MAR 10 2004

William A. Shaw
Prothonotary

FILED

12-23-04 Scott City, Mo
MAR 10 2004 *Ed*

William A. Shaw
Prothonotary

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

Attorney for Plaintiff

CENTEX HOME EQUITY
CORPORATION N/D/B/A CENTEX
HOME EQUITY COMPANY, LLC

V.

STEVEN G. EISENHOWER

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

NUMBER 03-1781-CD

PETITION TO ALLOW SERVICE ON THE DEFENDANTS
BY REGULAR MAIL, CERTIFIED MAIL AND POSTING
PURSUANT TO PA RULE OF CIVIL PROCEDURE 430

1. Plaintiff attempted to serve a true and correct copy of the Complaint in Mortgage Foreclosure upon the Defendant, Steven G. Eisenhower, at the Defendants' last-known address of RR 7 Box 257 A, Punxsutawney, PA 15767. However, the Sheriff advised that he was unsuccessful since "not served time expired after several attempts." Plaintiff also attempted to serve a true and correct copy of the Complaint in Mortgage Foreclosure upon the Defendant, Steven G. Eisenhower at the mortgaged premises at 4 Water Street, Mahaffey, PA 15757. However the Sheriff was unsuccessful since the property is vacant. A copy of the Sheriff's Returns indicating the same are attached hereto and marked as Exhibit "A."

2. Plaintiff has searched for a forwarding address for Defendants, and the Post Master has advised that there is no change of address order on file for the Defendant, Steven G. Eisenhower, from the address of RR 7, Box 257 A, Punxsutawney, PA 15767. See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

3. Plaintiff has checked the Local Telephone Directory for an

address for Defendants; there are no listings for the Defendant, Steven G. Eisenhower. (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

4. Plaintiff has made no inquiries with the Neighbors, the house or box numbers are not listed for either address. (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

5. Plaintiff has made inquiry of the local tax bureau and the tax bill is mailed to the same last known address, RR 7, Box 257 A, Punxsutwney, PA 15767. (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

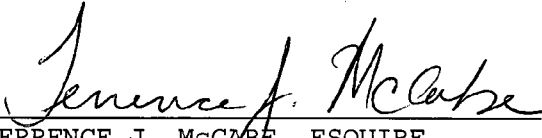
6. Plaintiff has made inquiry with the Social Security Administration and was advised that there are no death records on file for the Defendant, Steven G. Eisenhower. (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

7. Plaintiff has investigated the Defendant's Voter Registration Record, and the Clearfield County office of Voter Registration has advised that the Defendant, Steven G. Eisenhower, is not registered to vote in Clearfield County, but is registered to vote in Jefferson County at the address of RR 7, Box 257 A, Punxsutwney, PA 15767. (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B").

8. If service cannot be made on the Defendant, Steven G. Eisenhower, the Plaintiff will be prejudiced.

WHEREFORE, Plaintiff prays this Honorable Court grant an Order allowing the Plaintiff to serve the Complaint in Mortgage Foreclosure, and all other subsequent pleadings that require personal service, and the Notice of Sheriff's Sale upon the Defendant, Steven G. Eisenhower, by regular mail; certified mail, return receipt requested; addressed to

the Defendant's last-known address of RR7, Box 257 A, Punxsutawney, PA 15767 and further by posting at the mortgaged premises known in this herein action as 4 Water Street, Mahaffey, PA 15757.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

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

Attorney for Plaintiff

CENTEX HOME EQUITY
CORPORATION N/D/B/A CENTEX
HOME EQUITY COMPANY, LLC

V.

STEVEN G. EISENHOWER

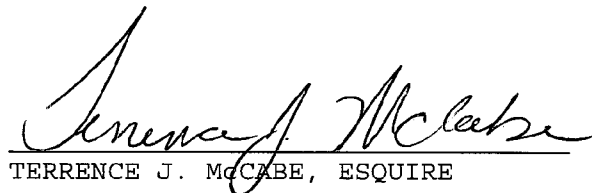
CLEARFIELD COUNTY
COURT OF COMMON PLEAS

NUMBER 03-1781-CD

MEMORANDUM OF LAW

If a resident Defendant has obstructed or prevented service of process by concealing his whereabouts or otherwise, the Plaintiff shall have the right of service in such a manner as the Court by special order shall direct service pursuant to P.R.C.P. 430.

WHEREFORE, Plaintiff prays this service be made.


TERRENCE J. McCABE, ESQUIRE

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

CENTEX HOME EQUITY
CORPORATION N/D/B/A CENTEX
HOME EQUITY COMPANY, LLC

V.

STEVEN G. EISENHOWER

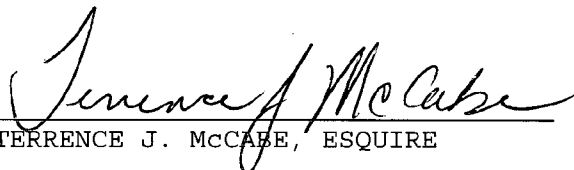
CLEARFIELD COUNTY
COURT OF COMMON PLEAS

NUMBER 03-1781-CD

CERTIFICATION OF SERVICE

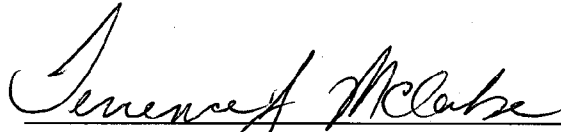
I, Terrence J. McCabe, Esquire, attorney for the Plaintiff, hereby certify that I served a true and correct copy of the foregoing Petition to Allow Service on the Defendant by Regular Mail, Certified Mail, and Posting Pursuant to Pa.R.C.P. 430, by United States Mail, first class, postage prepaid, on the 5th day of March, 2004, upon the following:

Steven G. Eisenhower
RR7, Box 257 A
Punxsutwney, PA 15767


TERRENCE J. McCABE, ESQUIRE

VERIFICATION

The undersigned, TERRENCE J. McCABE, ESQUIRE, hereby certifies that he is the attorney for the Plaintiff in the within action and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.


TERRENCE J. McCABE, ESQUIRE

In The Court of Common Pleas of Clearfield County, Pennsylvania

CENTEX HOME EQUITY CORPORATION

VS.

EISENHOWER, STEVEN G.

Sheriff Docket #

14889

03-1781-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JANUARY 16, 2004 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO STEVEN G. EISENHOWER, DEFENDANT. RESIDENCE AT 4 WATER ST., MAHAFFEY, PA. IS "EMPTY". NEW ADDRESS: RD#7 BOX 257A, PUNXSUTAWNEY, PA.

NOW DECEMBER 10, 2003 THOMAS DEMKO, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON STEVEN G. EISENHOWER, DEFENDANT.

NOW JANUARY 12, 2004 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON STEVEN G. EISENHOWER, DEFENDANT BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "NOT SERVED, TIME EXPIRED".

Return Costs

Cost	Description
44.84	SHERIFF HAWKINS PAID BY: ATTY CK# 36627
20.00	SURCHARGE PAID BY: ATTY CK# 36628 & 36800
16.00	JEFFERSON COUNTY SHERIFF PAID BY: ATTY CK# 36799

Sworn to Before Me This

____ Day Of _____ 2004

So Answers,



Chester A. Hawkins
Sheriff

EXHIBIT "A"

COPY

No. 03-1781-CD

Now, January 12, 2004, I return the Notice and Complaint in Mortgage Foreclosure for STEVEN G. EISENHOWER, Defendant, to the Sheriff's Office in Clearfield County, as service time has expired.

Advance Costs Received:	\$125.00
My Costs:	\$ 14.00 Paid
Prothy:	\$ 2.00
Total Costs:	\$ 16.00
Refunded:	\$109.00

So Answers,


Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

Sworn and subscribed
to before me this 13th
day of Jan 2003
By Edyta S. Gust
My Commission Expires The
First Monday January 2006

LARRY DEL VECCHIO
PROCESS SERVER FOR
MCCABE, WEISBERG & CONWAY, P.C.
P.O. BOX 3221
WARMINSTER, PA 18974
(215) 442-5668
(215) 442-9727 FAX

Centex Home Equity Corporation

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

VS.

STEVEN G. EISENHOWER

NO. 03-1781-CD

LAST KNOWN ADDRESS: RR7, Box 257 A, Punxsutwney, PA 15767

LOAN NUMBER: 108-0380PA

AFFIDAVIT OF GOOD FAITH EFFORT TO LOCATE DEFENDANT (S)

I hereby certify that on January 13, 2004, a good faith effort was made to discover the correct address of said defendant (s), by:

1. Inquiry of Postal authority;

Postal authority states defendant has not filed a change of address.

2. Examination of local telephone directories and 411 assistance;

There are no listings for the defendant in or around the Punxsutawney area.

3. Neighbor Contacts:

House or box numbers are not listed for either address.

4. Tax Information:

- Tax office has mailing address same as last known, RR7, Box 257 A

5. Death Records:

- Social Security has no death records for the defendant under his SSN

6. Voter Registration:

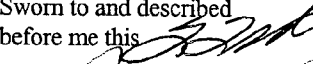
The defendant isn't registered in Clearfield Co. He moved to Jefferson county and is registered at last known, RR7, Box 257 A as of 1/16/03.

I certify that this information is true and correct to the best of my knowledge, information and belief.

BY: 

Larry Del Vecchio, Process Server

NOTARY PUBLIC:

Sworn to and described
before me this  day

of  2004.

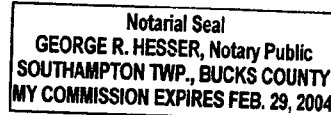


EXHIBIT "B"
EXHIBIT "B"

LARRY DEL VECCHIO
PROCESS SERVER FOR
MCCABE, WEISBERG & CONWAY, P.C.

PO BOX 3221
WARMINSTER, PA 18974

(215) 442-5668
FAX (215) 442-9727

January 13, 2004

Postmaster
Mahaffey, PA 15757

REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION NEEDED FOR SERVICE OF LEGAL PROCESS

Please furnish the new address or the name and street address (if a boxholder) for the following:


Name: Steven G. Eisenhower
Address: 4 Water St.
Mahaffey, PA 15757

The following information is provided in accordance with 39 CFR 265.6(d) (6) (ii). There is no fee for providing boxholder information. The fee providing change of address information is waived in accordance with 39 CFR 265.6 (d) (1) and (2) and corresponding Administrative Support Manual 352.44 a and b.

1. Capacity of requester: Process Server
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting Pro Se- except a corporation acting Pro Se must cite statute: Process Server for McCabe, Weisberg & Conway, P.C. (Rule 400.1.b)
3. The names of all known parties to this litigation:
Centex HEC v. Steven G. Eisenhower
4. The court in which the cases has been or will be heard:
Clearfield County Court of Common Pleas
5. The docket or other identifying number if one has been assigned:
03-1781-cd
6. The capacity in which this individual is to be served:
Defendant(s)

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000.00 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND THAT THE ADDRESS INFORMATION IS NEEDED AND WILL BE USED SOLELY FOR SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION.


LARRY DEL VECCHIO
For McCabe, Weisberg & Conway, P.C.

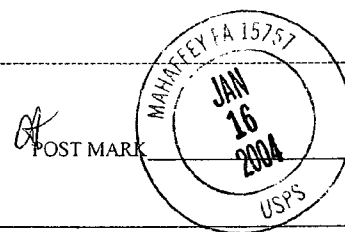
PO BOX 3221,
Warminster, PA 18974

FOR THE POST OFFICE USE ONLY

NO CHANGE OF ADDRESS ORDER ON FILE.

NEW ADDRESS OR BOXHOLDER'S NAME AND PHYSICAL STREET ADDRESS:

RR7 Box 257A
Punxsy PA 15767



LARRY DEL VECCHIO
PROCESS SERVER FOR
MCCABE, WEISBERG & CONWAY, P.C.

PO BOX 3221
WARMINSTER, PA 18974

(215) 442-5668
FAX (215) 442-9727

January 13, 2004

Postmaster
Punxsutawney, PA 15767

REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION NEEDED FOR SERVICE OF LEGAL PROCESS
Please furnish the new address or the name and street address (if a boxholder) for the following:

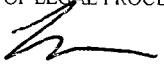
Name: Steven G. Eisenhower
Address: RR7, Box 257A
Punxsutawney, PA 15767

The following information is provided in accordance with 39 CFR 265.6(d) (6) (ii). There is no fee for providing boxholder information. The fee providing change of address information is waived in accordance with 39 CFR 265.6 (d) (1) and (2) and corresponding Administrative Support Manual 352.44 a and b.

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I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND THAT THE ADDRESS INFORMATION IS NEEDED AND WILL BE USED SOLELY FOR SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION.


LARRY DEL VECCHIO
For McCabe, Weisberg & Conway, P.C.
PO BOX 3221,
Warminster, PA 18974

FOR THE POST OFFICE USE ONLY
NO CHANGE OF ADDRESS ORDER ON FILE.

NEW ADDRESS OR BOXHOLDER'S NAME AND PHYSICAL STREET ADDRESS:

POST MARK



FILED

MAR 11 2004

2cc
cc Atty McCabe

William A. Shaw
Prothonotary/Clerk of Courts

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

Attorney for Plaintiff

CENTEX HOME EQUITY
CORPORATION N/D/B/A
CENTEX HOME EQUITY
COMPANY, LLC

V.

STEVEN G. EISENHOWER

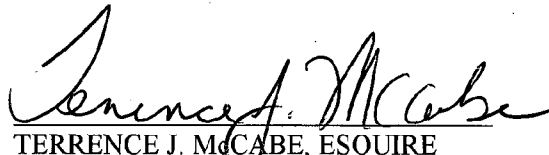
CLEARFIELD COUNTY
COURT OF COMMON PLEAS

NUMBER 03-1781-CD

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

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


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

FILED

MAR 24 2004

William A. Shaw
Prothonotary

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

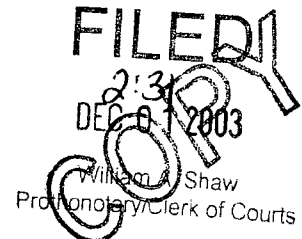
Attorney for Plaintiff

Centex Home Equity Corporation
n/d/b/a Centex Home Equity
Company, LLC
P.O. Box 199111
Mail Stop AK7
Dallas, TX 75219

v.

Steven G. Eisenhower
RR 7 Box 257 A
Punxsutawney, PA 15767

Clearfield County
Court of Common Pleas



Number 03-1781-02

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMATION ACERCA DE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMACION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGUN HONORARIO.

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

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

Centex Home Equity Corporation n/d/b/a Centex
Home Equity Company, LLC
P.O. Box 199111
Mail Stop AK7
Dallas, TX 75219

Clearfield County
Court of Common Pleas

v.

Steven G. Eisenhower
RR 7 Box 257 A
Punxsutawney, PA 15767

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Centex Home Equity Corporation n/d/b/a Centex Home Equity Company, LLC, a corporation duly organized and doing business at the above captioned address.
2. The Defendant is Steven G. Eisenhower, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is RR 7 Box 257 A, Punxsutawney, PA 15767.
3. On 01/05/2001, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Home Loan and Investment Bank, F.S.B. which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #200104875.
4. On 12/31/2001, the aforesaid mortgage was thereafter assigned by Home Loan and Investment Bank, F.S.B. to Centex Home Equity Corporation n/d/b/a Centex Home Equity Company, LLC, Plaintiff herein, by Assignment of Mortgage recorded in the Office of the Recorder of Clearfield County in Assignment of Mortgage Book as Instrument #200120926.
5. The premises subject to said mortgage is described in the legal description attached as Exhibit "A" and is known as 4 Water Street, Mahaffey, PA 15757.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 07/10/2003 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.


7. The following amounts are due on the mortgage:

Principal Balance	\$	25,323.86
Interest 06/10/2003 through 11/30/2003 (Plus \$ 10.63 per diem thereafter)	\$	1,796.47
Attorney's Fee	\$	1,500.00
Late Charges	\$	361.90
Corporate Advances	\$	644.39
Cost of Suit	\$	225.00
Appraisal Fee	\$	125.00
Title Search	\$	200.00
GRAND TOTAL	\$	30,176.62

8. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

9. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by regular mail with certificate of mailing.

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$30,176.62, together with interest at the rate of \$10.63 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, Terrence J. McCabe, Esquire, hereby certifies that he is the Attorney for the Plaintiff in the within action, and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.


TERRENCE J. MCCABE

When Recorded Mail To:

Home Loan and Investment Bank, F.S.B.
One Home Loan Plaza, Suite 3
Warwick, Rhode Island 02886-1765

259902006

[Space Above This Line For Recording Data]

MORTGAGE

Loan Number

THIS MORTGAGE ("Security Instrument") is given on JANUARY 5, 2001. The mortgagor is STEVEN G. EISENHOWER ("Borrower"). This Security Instrument is given to HOME LOAN AND INVESTMENT BANK, F.S.B., which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is ONE HOME LOAN PLAZA, SUITE 3, WARWICK, RHODE ISLAND 02886-1765 ("Lender"). Borrower owes Lender the principal sum of TWENTY-FIVE THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND 00/100ths Dollars (U.S. \$25,875.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 10, 2021. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

SEE ATTACHED SCHEDULE A

THIS IS A CERTIFIED
TRUE COPY OF THE
ORIGINAL SENT FOR RECORDING

[Signature]

President

which has the address of 4 WATER STREET,

Pennsylvania 15757
[Zip Code]

[Street]
("Property Address");

BOROUGH OF MAHAFFEY
[City]

EXHIBIT "A"

3. The land referred to in this Commitment is described in Schedule C,
Being known as 4 Water Street , Tax ID# 13-C11-303-9 & 13-C11-303-10 , Borough of Mahaffey, Clearfield County, State of
Pennsylvania, more particularly described in deed book 1903 page 430.

Schedule B - Section 1

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

BORROWER COVENANTS that Borrower is lawfully 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

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

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. 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 payable from time to time under the Note.

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

☐ Adjustable Rate Rider

☐ Condominium Rider

☐ 1-4 Family Rider

☐ Graduated Payment Rider

☐ Planned Unit Development Rider

☐ Biweekly Payment Rider

☐ Balloon Rider

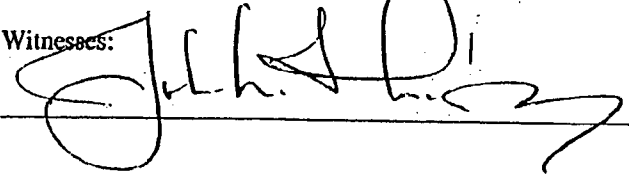
☐ Rate Improvement Rider

☐ Second Home Rider

☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:




STEVEN G. EISENHOWER (Seal)
-Borrower

Social Security Number 192-40-7228

(Seal)
-Borrower

Social Security Number _____

(Seal)
-Borrower

(Seal)
-Borrower

Social Security Number _____

Social Security Number _____

I hereby certify that the precise address of the Lender (Mortgagee) is: ONE HOME LOAN PLAZA, SUITE 3, WARWICK, RHODE ISLAND 02886-1765

On behalf of the Lender. By: Edwin Furtado Title: Executive Vice President

[Space Below This Line For Acknowledgment]


COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD

County ss:

On this, the 5TH day of JANUARY, 2001, before me, the undersigned officer, personally appeared STEVEN G. EISENHOWER known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes herein contained.

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

My Commission Expires:



Notarial Seal
Gloria J. English, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Dec. 9, 2002

Title of Officer

Member, Pennsylvania Association of Notaries

3-24-04 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

FILED

MAR 24 2004

*M. J. go M. J. go
/ Remitted to Clerk
S. J. go*

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

CENTEX HOME EQUITY CORPORATION

VS.

EISENHOWER, STEVEN G.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket #

14889

03-1781-CD

SHERIFF RETURNS

NOW APRIL 13, 2004 AT 10:38 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THE PROPERTY OF STEVEN G. EISENHOWER, DEFENDANT AT 3080 f/k/a 4 WATER ST., MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA.

Return Costs


Cost	Description
25.50	SHERIFF HAWKINS PAID BY: ATTY CK# 41100
10.00	SURCHARGE PAID BY: ATTY CK# 41099

Sworn to Before Me This

11 Day Of May 2004

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

So Answers,


Chester A. Hawkins
Sheriff

FILED

MAY 11 2004
07:12:51
William A. Shaw
Prothonotary/Clerk of Courts

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

Attorney for Plaintiff

Centex Home Equity Corporation n/d/b/a Centex
Home Equity Company, LLC

Clearfield County
Court of Common Pleas

v.

Steven G. Eisenhower

Number 03-1781-CD

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF Clearfield

Terrence J. McCabe, Esquire, being duly sworn according to law, deposes and says that the following is true and correct to the best of his knowledge and belief:

1. That he is counsel for the above-named Plaintiff;
2. That on March 31, 2004 per the attached Court Order, Plaintiff served a true and correct copy of the Complaint in Mortgage Foreclosure upon the Defendant, Steven Eisenhower by regular mail, certificate of mailing and certified mail, return receipt requested, addressed to his last-known address of RR 7 Box 257 A, Punxsutawney, PA 15767. True and correct copies of the letters, certificates of mailing and certified receipts are attached hereto, made a part hereof, and marked as Exhibit "A."

FILED

MAY 20 2004

William A. Shaw
Prothonotary/Clerk of Courts

3. That on April 13, 2004 in accordance with the attached Court Order, Plaintiff served a true and correct copy of the Complaint in Mortgage Foreclosure upon the Defendant, Steven Eisenhower, by posting the same at the mortgage premises of 4 Water Street, Mahaffey, PA 15757. True and correct copy of the Affidavit of Service indicating the same is attached hereto, made a part hereof, and marked Exhibit "B."

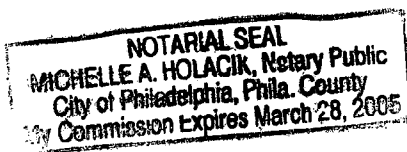
Terrence J. McCabe
TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 17th DAY

OF May, 2004.

Michelle A. Holacik
NOTARY PUBLIC



In The Court of Common Pleas of Clearfield County, Pennsylvania

CENTEX HOME EQUITY CORPORATION

VS.

EISENHOWER, STEVEN G.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket #

14889

03-1781-CD

COPY

SHERIFF RETURNS

NOW APRIL 13, 2004 AT 10:38 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THE PROPERTY OF STEVEN G. EISENHOWER, DEFENDANT AT 3080 f/k/a 4 WATER ST., MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA.

Return Costs

Cost	Description
25.50	SHERIFF HAWKINS PAID BY: ATTY CK# 41100
10.00	SURCHARGE PAID BY: ATTY CK# 41099

Sworn to Before Me This

____ Day Of _____ 2004

So Answers,



Chester A. Hawkins
Sheriff

EXHIBIT "B"

FILED

MAY 20 2004

William A. Shaw
Prothonotary/Clerk of Courts

NO
cc
[Handwritten initials]

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

**William A. Shaw
Prothonotary**

To: Steven G. Eisenhower
RR 7 Box 257 A
Punxsutawney, PA 15767

Centex Home Equity Corporation n/d/b/a
Centex Home Equity Company, LLC

v.

Steven G. Eisenhower

Clearfield County
Court of Common Pleas

Number 03-1781-CD

NOTICE

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

William A. Shaw
Prothonotary

- ☒ Judgment by Default
☐ Money Judgment
☐ Judgment in Replevin
☐ Judgment for Possession

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

FILED

MAY 20 2004

William A. Shaw
Prothonotary

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

**William A. Shaw
Prothonotary**

To: Steven G. Eisenhower
4 Water Street
Mahaffey, PA 15757

Centex Home Equity Corporation n/d/b/a
Centex Home Equity Company, LLC

v.

Steven G. Eisenhower

Clearfield County
Court of Common Pleas

Number 03-1781-CD

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William A. Shaw
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- ☒ Judgment by Default
☐ Money Judgment
☐ Judgment in Replevin
☐ Judgment for Possession

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

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

Centex Home Equity Corporation n/d/b/a
Centex Home Equity Company, LLC

Clearfield County
Court of Common Pleas

v.

Steven G. Eisenhower

Number 03-1781-CD

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

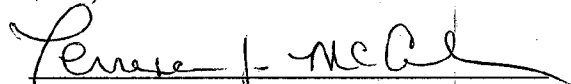
Kindly enter judgment by default in favor of Plaintiff and against Defendant in the above-captioned matter for failure to answer Complaint as required by Pennsylvania Rules of Civil

Procedure and assess damages as follows:

Principal	\$ 30,176.62
Interest from 12/01/2003 - 05/18/2004	\$ 1,796.47

TOTAL

\$ 31,973.09


TERRENCE J. McCABE, ESQUIRE

AND NOW, this day of , 2004, Judgment is entered in favor of Plaintiff, Centex Home Equity Corporation n/d/b/a Centex Home Equity Company, LLC, and against Defendant, Steven G. Eisenhower, and damages are assessed in the amount of \$31,973.09, plus interest and costs.

BY THE PROTHONOTARY:

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

Attorney for Plaintiff

Centex Home Equity Corporation n/d/b/a
Centex Home Equity Company, LLC

Clearfield County
Court of Common Pleas

v.

Steven G. Eisenhower

Number 03-1781-CD

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF PHILADELPHIA :

The undersigned, being duly sworn according to law, deposes and says 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; and that the Defendant, Steven G. Eisenhower, is over eighteen (18) years of age and resides at RR 7 Box 257 A, Punxsutawney, PA 15767.

SWORN TO AND SUBSCRIBED

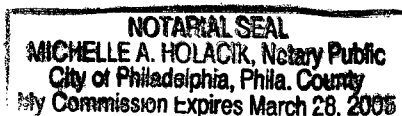
BEFORE ME THIS 18th DAY

OF May, 2004.

Michelle A. Holack

Notary Public

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



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

Attorney for Plaintiff

Centex Home Equity Corporation n/d/b/a
Centex Home Equity Company, LLC

Clearfield County
Court of Common Pleas

v.

Steven G. Eisenhower

Number 03-1781-CD

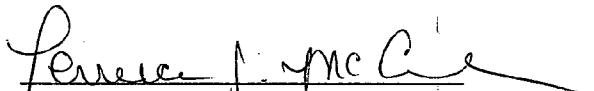
CERTIFICATION

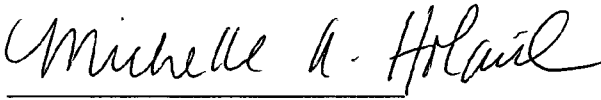
Terrence J. McCabe, attorney for Plaintiff, being duly sworn according to law, deposes and says that he deposited in the United States Mail a letter notifying the Defendant that judgment would be entered against him/her within ten (10) days from the date of said letter in accordance with Rule 237.5 of the Pennsylvania Rules of Civil Procedure. A copy of said letter is attached hereto and marked as Exhibit "A".

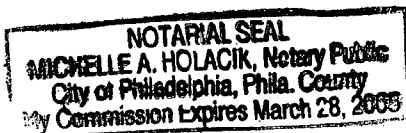
SWORN TO AND SUBSCRIBED

BEFORE ME THIS 18th DAY

OF May, 2004.

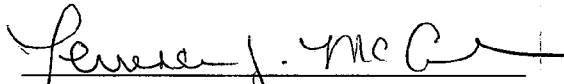

TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff


NOTARY PUBLIC



VERIFICATION

The undersigned, TERRENCE J. McCABE, ESQUIRE, hereby certifies that he is the attorney for the Plaintiff in the within action and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. Section 4909 relating to unsworn falsification to authorities.


TERRENCE J. McCABE, ESQUIRE

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

**William A. Shaw
Prothonotary**

May 6, 2004

To: Steven G. Eisenhower
RR 7 Box 257 A
Punxsutawney, PA 15767

Centex Home Equity Corporation n/d/b/a
Centex Home Equity Company, LLC

Clearfield County
Court of Common Pleas

vs.

Steven G. Eisenhower

Number 03-1781-CD

**NOTICE, RULE 237.5
NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT**

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

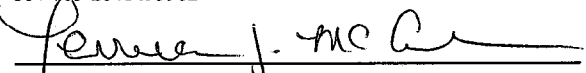
NOTIFICACION IMPORTANTE

USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER PRESENTADO UNA COMPARECENCIA ESCRITA, YA SEA PERSONALMENTE O POR ABOGADO Y POR NO HABER RADICADO POR ESCRITO CON ESTE TRIBUNAL SUS DEFENSAS U OBJECIONES A LOS RECLAMOS FORMULADOS EN CONTRA SUYO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE DIEZ (10) DIAS DE LA FECHA DE ESTA NOTIFICACION, EL TRIBUNAL PODRA, SIN NECESIDAD DE COMPARECER USTED EN CORTE U OIR PREUBA ALGUNA, DICTAR SENTENCIA EN SU CONTRA Y USTED PODRIA PERDER BIENES U OTROS DERECHOS IMPORTANTES.

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMACIÓN ACERCA DE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMACIÓN ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGÚN HONORARIO.

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


**Terrence J. McCabe, Esquire
Attorney for Plaintiff
McCABE, WEISBERG & CONWAY, P.C.
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109**

TJM/cc

Exhibit A

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

**William A. Shaw
Prothonotary**

May 6, 2004

To: Steven G. Eisenhower
4 Water Street
Mahaffey, PA 15757

Centex Home Equity Corporation n/d/b/a
Centex Home Equity Company, LLC

Clearfield County
Court of Common Pleas

vs.

Steven G. Eisenhower

Number 03-1781-CD

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Dave Meholic
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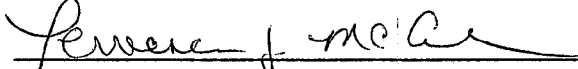
NOTIFICACION IMPORTANTE

USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER PRESENTADO UNA COMPARECENCIA ESCRITA, YA SEA PERSONALMENTE O POR ABOGADO Y POR NO HABER RADICADO POR ESCRITO CON ESTE TRIBUNAL SUS DEFENSAS U OBJECIONES A LOS RECLAMOS FORMULADOS EN CONTRA SUYO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE DIEZ (10) DIAS DE LA FECHA DE ESTA NOTIFICACION, EL TRIBUNAL PODRA, SIN NECESIDAD DE COMPARECER USTED EN CORTE U OIR PREUBA ALGUNA, DICTAR SENTENCIA EN SU CONTRA Y USTED PODRIA PERDER BIENES U OTROS DERECHOS IMPORTANTES.

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMACION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGUN HONORARIO.

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


**Terrence J. McCabe, Esquire
Attorney for Plaintiff
McCABE, WEISBERG & CONWAY, P.C.
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109**

TJM/cc

Exhibit A

11:20:00
M 1047 AM 10-20-04
MAY 20 2004

MAY 20 2004

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

Centex Home Equity Corporation
Centex Home Equity Company, LLC
Plaintiff(s)

No.: 2003-01781-CD

Real Debt: \$31,973.09

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Steven G. Eisenhower
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 20, 2004

Expires: May 20, 2009

Certified from the record this 20th day of May, 2004

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

Praecipe for Writ of Execution-MORTGAGE FORECLOSURE

Centex Home Equity
Corporation n/d/b/a Centex
Home Equity Company, LLC

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

VS.

Steven G. Eisenhower

03-1781-CD

NO.

TERM

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue Writ of Execution in the above matter;

1. Directed to the Sheriff of CLEARFIELD COUNTY.
2. Against the following property Steven G. Eisenhower
_____ Of defendant(s) and
3. Against the following property in the hands of (name) _____
Steven G. Eisenhower
4. And index this writ;
(a) against Steven G. Eisenhower Defendant(s) and
(b) against _____ as Garnishee

As a lis pendens against real property of the defendant(s) in name
of garnishee as follows,

3080 f/k/a 4 Water Street, Mahaffey, PA 15757

(Specifically described property)

(If space insufficient, attach extra sheets)

5. Amount Due \$ 31,973.09
Interest from 5/19/04-sale date @ 5.25 \$ _____
Costs (to be added) \$ _____

132.00 Prothonotary costs

FILED

JUN 21 2004

William A. Shaw
Prothonotary/Clerk of Courts



TERRENCE J. MCCABE, ESQUIRE
Attorney for Plaintiff(s)

03-1781-CD

RECEIVED WRIT THIS DAY

NO. TERM

OF A.D.

NO. TERM

AT M

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY
PENNSYLVANIA

Sheriff

Centex Home Equity
Corporation n/d/b/a Centex
Home Equity Company, LLC

VS.

Steven G. Eisenhower

(MORTGAGE FORECLOSURE)

Praecipe for Writ of
Execution

EXECUTION DEBT 31,973.09

INTEREST FROM
5/19/04-sale
date @ 5.25

to SHS

accruals

JUN 21 2004

William A. Shaw

Prothonotary/Clerk of Courts

FILED
JUN 21 2004

Aug 10 2000

132.00

PROTHONOTARY

USE ATTORNEY

USE PLAINTIFF

ATTORNEY'S COMM.

SATISFACTION

SHERIFF

TERRENCE J. MCCABE, ESQUIRE
Attorney I.D. No 16496
123 S. Broad Street, Ste. 2080
Philadelphia, PA 19109
Tel: 215 790 1010

Attorney for Plaintiff(s)

DESCRIPTION

ALL those two (2) certain pieces, parcels or tracts of land situate in Mahaffey Borough, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at the center of Front and Pine Streets, thence along Pine Street West one hundred eighty-seven and one-half (187 1/2) feet to Deer Alley; thence along said Deer Alley, North one hundred twenty-five (125) feet to land now or formerly of William Dunbar; thence along said Dunbar land, East one hundred eighty-seven and one-half (187 1/2) feet to Front Street; thence along said Front Street, South one hundred twenty-five (125) feet to Pine Street and place of beginning.

THE SECOND THEREOF: BEGINNING at a point on the Southwest side of Water Street and the Northwest side of the Susquehanna River; thence along said Water Street, Northeast to a point directly across Water Street from a line of lot now or formerly owned by Mae Dunbar and corner of Dunbar lands; thence along Dunbar land Southeast to the Susquehanna River; thence along said Susquehanna River Southwest to a point and place of beginning. Said parcel of land being triangular in shape and being that part of the "Green" lying between land now or formerly of Dunbar and land now or formerly of Graham of the Southeast side of Water Street.

BEING known as 4 Water Street, Tax ID #13-C11-303-9 and 13-C11-303-10, Borough of Mahaffey, Clearfield County, Pennsylvania.

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Steven G. Eisenhower by Deed from Steven G. Eisenhower and Connie L. Eisenhower dated 1/5/2001 and recorded 4/9/2001 in Instrument #200104874.

Being Known As: 3080 f/k/a 4 Water Street, Mahaffey, PA 15757.

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

Attorney for Plaintiff

Centex Home Equity Corporation n/d/b/a Centex Home Equity Company, LLC vs. Steven G. Eisenhower	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 03-1781-CD
---	--

AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 3080 f/k/a 4 Water Street, Mahaffey, PA 15757, a copy of the description of said property is attached hereto and marked Exhibit "A."

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

Name	Address
Steven G. Eisenhower	RR7 Bo 257A Punxsutawney, PA 15767

2. Name and address of Defendant(s) in the judgment:

Name	Address
Steven G. Eisenhower	RR7 Bo 257A Punxsutawney, PA 15767

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

Name	Address
Plaintiff herein.	

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

Name	Address
Plaintiff herein.	

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

Name	Address
Commonwealth of Pennsylvania Inheritance Tax Office 1400 Spring Garden Street Philadelphia, PA 19130	
Internal Revenue Service Federated Investors Tower 13 th Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222	


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

Tenant(s)	3080 f/k/a 4 Water Street, Mahaffey, PA 15757
Domestic Relations	Clearfield County 230 E. Market Suite 300 Clearfield, PA 16830
Commonwealth of Pennsylvania,	Department of Welfare, P.O. Box 2675, Harrisburg, PA 17105.

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

June 14, 2004

DATE



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

DESCRIPTION

ALL those two (2) certain pieces, parcels or tracts of land situate in Mahaffey Borough, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at the center of Front and Pine Streets, thence along Pine Street West one hundred eighty-seven and one-half (187 1/2) feet to Deer Alley; thence along said Deer Alley, North one hundred twenty-five (125) feet to land now or formerly of William Dunbar; thence along said Dunbar land, East one hundred eighty-seven and one-half (187 1/2) feet to Front Street; thence along said Front Street, South one hundred twenty-five (125) feet to Pine Street and place of beginning.

THE SECOND THEREOF: BEGINNING at a point on the Southwest side of Water Street and the Northwest side of the Susquehanna River; thence along said Water Street, Northeast to a point directly across Water Street from a line of lot now or formerly owned by Mae Dunbar and corner of Dunbar lands; thence along Dunbar land Southeast to the Susquehanna River; thence along said Susquehanna River Southwest to a point and place of beginning. Said parcel of land being triangular in shape and being that part of the "Green" lying between land now or formerly of Dunbar and land now or formerly of Graham of the Southeast side of Water Street.

BEING known as 4 Water Street, Tax ID #13-C11-303-9 and 13-C11-303-10, Borough of Mahaffey, Clearfield County, Pennsylvania.

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Steven G. Eisenhower by Deed from Steven G. Eisenhower and Connie L. Eisenhower dated 1/5/2001 and recorded 4/9/2001 in Instrument #200104874.

Being Known As: 3080 f/k/a 4 Water Street, Mahaffey, PA 15757.

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

Centex Home Equity Corporation n/d/b/a
Centex Home Equity Company, LLC

Vs.

NO.: 2003-01781-CD

Steven G. Eisenhower

COPY

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CENTEX HOME EQUITY CORPORATION n/d/b/a CENTEX HOME EQUITY COMPANY, LLC, Plaintiff(s) from STEVEN G. EISENHOWER, Defendant(s):

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

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

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$31,973.09
INTEREST from 5/19/04-sale date @5.25
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 06/21/2004

PAID: \$132.00
SHERIFF: \$
OTHER COSTS: \$

William A. Shaw
Prothonotary/Clerk Civil Division

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

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

Sheriff

DESCRIPTION

ALL those two (2) certain pieces, parcels or tracts of land situate in Mahaffey Borough, Clearfield County, Pennsylvania, bounded and described as follows:

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BEING known as 4 Water Street, Tax ID #13-C11-303-9 and 13-C11-303-10, Borough of Mahaffey, Clearfield County, Pennsylvania.

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Steven G. Eisenhower by Deed from Steven G. Eisenhower and Connie L. Eisenhower dated 1/5/2001 and recorded 4/9/2001 in Instrument #200104874.

Being Known As: 3080 f/k/a 4 Water Street, Mahaffey, PA 15757.

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

Attorney for Plaintiff

Centex Home Equity Corporation n/d/b/a Centex
Home Equity Company, LLC

Clearfield County
Court of Common Pleas

v.

Steven G. Eisenhower

Number 03-1781-CD

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF PHILADELPHIA:

FILED No CC
m/1:2861
OCT 20 2004

William A. Shaw
Prothonotary/Clerk of Courts

Terrence J. McCabe, Esquire, being duly sworn according to law, deposes and says that the following is true and correct to the best of his knowledge and belief:

1. That he is counsel for the above-named Plaintiff;

2. That on September 22, 2004 per the attached Court Order, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale upon the Defendant, Steven Eisenhower by regular mail, certificate of mailing and certified mail, return receipt requested, addressed to his last-known address of RR 7 Box 257 A, Punxsutawney, PA 15767. True and correct copies of the letters, certificates of mailing and certified receipts are attached hereto, made a part hereof, and marked as Exhibit "A."

3. Per a conversation with the Sheriff's of Clearfield County, that on August 31, 2004 in accordance with the attached Court Order, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale upon the Defendant, Steven Eisenhower, by posting the same at the mortgage premises of 4 Water Street, Mahaffey, PA 15757.

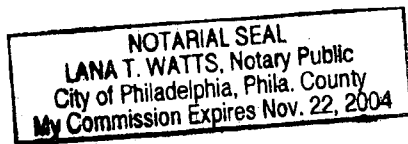
Terrence J. McCabe
TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED

BEFORE ME THIS ^{5th} DAY

OF Oct. , 2004.

Lana T. Watts
NOTARY PUBLIC



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

Attorney for Plaintiff

CENTEX HOME EQUITY
CORPORATION N/D/B/A CENTEX
HOME EQUITY COMPANY, LLC

V.

STEVEN G. EISENHOWER

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

NUMBER 03-1781-CD

O R D E R

AND NOW, this *10th* day of *March*, 2004, the
Plaintiff is granted leave to serve the Complaint in Mortgage
Foreclosure and all other subsequent pleadings that require personal
service and the Notice of Sheriff's Sale upon the Defendant, Steven G.
Eisenhower, by regular mail and by certified mail, return receipt
requested, addressed to the Defendant's last-known address of RR7, Box
257 A, Punxsutawney, PA 15767 and further by posting at the mortgaged
premises known in this herein action as 4 Water Street, Mahaffey, PA
15757.

BY THE COURT:

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

/s/ Fredric J. Ammerman

J.

MAR 10 2004

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

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

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

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees		
Sent To Steven G. Eisenhower		
Street, Apt. No., or PO Box No. RR7 Bo 257A		
City, State, ZIP+4 Punxsutawney, PA 15767		
PS Form 3800, June 2003		

† Managing Attorney for NJ
+ Managing Attorney for NY

LAW OFFICES
EISBERG & CONWAY, P.C.

SUITE 2080
3 SOUTH BROAD STREET
HILADELPHIA, PA 19109
(215) 790-1010
FAX (215) 790-1274

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

SUITE 205
53 WEST 36TH STREET
NEW YORK, NY 10018
(917) 351-1188
FAX (917) 351-0363

Affiliated with:
WHITTLESEY McDOWELL & RIGA P.C.
Joseph F. Riga*
Of Counsel

September 22, 2004

Steven G. Eisenhower
RR7 Bo 257A
Punxsutawney, PA 15767

RE: Centex Home Equity Corporation n/d/b/a Centex Home Equity
Company, LLC vs. Steven G. Eisenhower
Clearfield County; CCP; Number 03-1781-CD

Dear Steven G. Eisenhower:

Enclosed please find Notice of Sheriff's Sale of Real Property
relative to the above-captioned matter.

Very truly yours,


TERRENCE J. MCCABE

TJM/nh

Enclosure

SENT VIA REGULAR MAIL AND
CERTIFIED MAIL NO. #7004 1160 0002 3879 4866
RETURN RECEIPT REQUESTED

EXHIBIT "A"

Affix Stamp Here
If issued as a

certificate of mailing,
or for additional
copies of this bill)
**Postmark and
Date of Receipt**

Free

Tenant(s)
3080 F/k/a 4 Water Street
Mahafey, PA 15757

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

Commonwealth of Pennsylvania
Department of Welfare
P.O. Box 2675
Harrisburg, PA 17105

[illegible]

Complete by Typewriter, Ink, or Ball Point Pen

1073 U.S. POSTAGE PB 223 2577
7073 01.80 SEP 22 1964
3264 1964

Return Receipt

for the
ject to
ayable
r up to
January

MCCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. MCCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

Centex Home Equity Corporation
n/d/b/a Centex Home Equity
Company, LLC
vs.
Steven G. Eisenhower

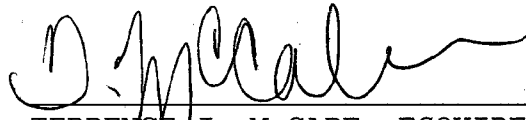
CLEARFIELD COUNTY
COURT OF COMMON PLEAS

NUMBER: 03-1781-CD

AFFIDAVIT OF SERVICE

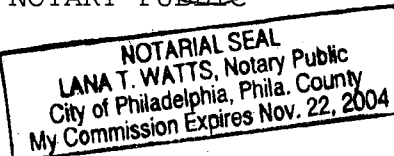
I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 22nd DAY OF SEPTEMBER, 2004, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

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


TERRENCE J. MCCABE, ESQUIRE

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 22nd DAY
OF SEPTEMBER, 2004.


NOTARY PUBLIC



FILED ^{EBK}
m/11/53/31 ^{NO} CC
OCT 18 2004
William A. Shaw
Prothonotary/Clerk of Courts

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

Attorney for Plaintiff

Centex Home Equity Corporation n/d/b/a Centex Home Equity Company, LLC vs. Steven G. Eisenhower	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 03-1781-CD
---	--

AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 3080 f/k/a 4 Water Street, Mahaffey, PA 15757, a copy of the description of said property is attached hereto and marked Exhibit "A."

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

Steven G. Eisenhower RR7 Bo 257A
Punxsutawney, PA 15767
2. Name and address of Defendant(s) in the judgment:
Name Address

Steven G. Eisenhower RR7 Bo 257A
Punxsutawney, PA 15767
3. Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:
Name Address

Plaintiff herein.
4. Name and address of the last recorded holder of every mortgage of record:
Name Address

Plaintiff herein.
5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:
Name Address

Commonwealth of Pennsylvania Inheritance Tax Office
1400 Spring Garden Street
Philadelphia, PA 19130

Internal Revenue Service Federated Investors Tower
3rd Floor, Suite 1300
1001 Liberty Avenue
Pittsburgh, PA 15222

EXHIBIT "A"

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

Tenant(s) 3080 f/k/a 4 Water Street
Mahaffey, PA 15757

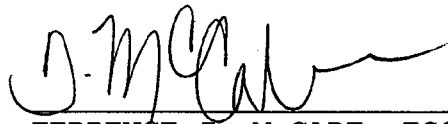
Domestic Relations Clearfield County
230 E. Market
Suite 300
Clearfield, PA 16830

Commonwealth of Pennsylvania, Department of Welfare
P.O. Box 2675
Harrisburg, PA 17105

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

September 22, 2004

DATE



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

EXHIBIT "A"

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

Centex Home Equity Corporation
n/d/b/a Centex Home Equity
Company, LLC
vs.
Steven G. Eisenhower

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

NUMBER: 03-1781-CD

DATE: September 22, 2004

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Steven G. Eisenhower

PROPERTY: 3080 f/k/a 4 Water Street, Mahaffey, PA 15757

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on NOVEMBER 5, 2004 at 10:00 a.m. in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

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

EXHIBIT "B"

Name and Address of Sender
MCCABE, WEISBERG AND CONWAY, P.C.
FIRST UNION BUILDING
123 SOUTH BROAD STREET
SUITE 2080
PHILADELPHIA, PA 19109

Article Number

Line	Article Number	Address Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
------	----------------	--------------------------------------	---------	-----	-----------------	----------------------------	---------------	-------------------	--------	--------	--------	--------	--------

1 Centex V. Eisenhower, S

Steven G. Eisenhower
 RR7 Bo 257A
 Punxsutawney, PA 15767

Tenant(s)
 3080 F/k/a 4 Water Street
 Mahafey, PA 15757

Commonwealth of Pennsylvania
 Inheritance Tax Office
 1400 Spring Garden Street
 Philadelphia, PA 19130

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

Internal Revenue Service
 Federated Investors Tower
 13th Floor, Suite 1300
 1001 Liberty Avenue
 Pittsburgh, PA 15222

Commonwealth of Pennsylvania
 Department of Welfare
 P.O. Box 2675
 Harrisburg, PA 17105

EXHIBIT B

Total Number of Pieces
 Listed by Sender

Total Number of Pieces
 Received at Post Office

Postmaster, Per (Name of receiving employee)

The full declaration of value is required on all domestic and international registered reconstruction of nonnegotiable documents under Express Mail document reconstr additional limitations for multiple pieces lost or damages in a single catastrophic on Express Mail merchandise insurance is \$500, but optional Express Mail Service \$5,000 to some, but not all countries. The maximum indemnity payable is \$25,000 R800, S913, and S921 for limitations of coverage on insured and COD mail. See if coverage on international mail. Special handling charges apply only to Standard M

Check type of mail or service:

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

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

Postmark and Date of Receipt

1073 U.S. POSTAGE PB 223 2577
 7072 01.800 SEP 22 04
 3266 19109 SEP 22

Return Receipt

for the
 to
 up to
 refusal

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16127
NO: 03-1781-CD

PLAINTIFF: CENTEX HOME EQUITY CORPORATION N/D/B/A CENTEX HOME EQUITY COMPANY, LLC
vs.
DEFENDANT: STEVEN G. EISENHOWER

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 06/21/2004

LEVY TAKEN 08/31/2004 @ 10:46 AM

POSTED 08/31/2004 @ 10:46 AM

SALE HELD 11/05/2004

SOLD TO CENTEX HOME EQUITY CORPORATION N/D/B/A CENTEX HOME EQUITY COMPANY, LLC

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 02/07/2005

DATE DEED FILED 02/08/2005

PROPERTY ADDRESS 3080 F/K/A 4 WATER STREET MAHAFFEY , PA 15757

SERVICES

@ SERVED STEVEN G. EISENHOWER

SERVED STEVEN G. EISENHOWER BY CERT & REG MAIL PER COURT ORDER. THE CERTIFIED MAIL WAS RETURNED UNCLAIMED TO THE SHERIFF'S OFFICE 9/18/04 CERT #70023150000078545498

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY TO HIM / HER THE CONTENTS THEREOF.

FILED
FEB 08 2005
William A. Shaw
Prothonotary/Clerk of Courts
500

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16127

NO: 03-1781-CD

PLAINTIFF: CENTEX HOME EQUITY CORPORATION N/D/B/A CENTEX HOME EQUITY COMPANY, LLC
vs.

DEFENDANT: STEVEN G. EISENHOWER

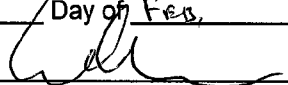
WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$221.19


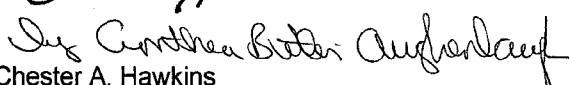
SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

8 / Day of Feb. 2005


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

So Answers,



Chester A. Hawkins
Sheriff

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

Centex Home Equity Corporation n/d/b/a
Centex Home Equity Company, LLC

Vs.

NO.: 2003-01781-CD

Steven G. Eisenhower

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CENTEX HOME EQUITY CORPORATION n/d/b/a CENTEX HOME EQUITY COMPANY, LLC, Plaintiff(s) from STEVEN G. EISENHOWER, Defendant(s):

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

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

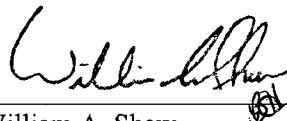
Garnishee(s) as follows:

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

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

AMOUNT DUE: \$31,973.09
INTEREST from 5/19/04-sale date @5.25
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 06/21/2004

PAID: \$132.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 21st day
of June A.D. 2004
At 3:15 A.M./P.M.

Chester A. Hawkins
Sheriff by Cynthia Butler-Aughenbaugh

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

DESCRIPTION

ALL those two (2) certain pieces, parcels or tracts of land situate in Mahaffey Borough, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at the center of Front and Pine Streets, thence along Pine Street West one hundred eighty-seven and one-half (187 1/2) feet to Deer Alley; thence along said Deer Alley, North one hundred twenty-five (125) feet to land now or formerly of William Dunbar; thence along said Dunbar land, East one hundred eighty-seven and one-half (187 1/2) feet to Front Street; thence along said Front Street, South one hundred twenty-five (125) feet to Pine Street and place of beginning.

THE SECOND THEREOF: BEGINNING at a point on the Southwest side of Water Street and the Northwest side of the Susquehanna River; thence along said Water Street, Northeast to a point directly across Water Street from a line of lot now or formerly owned by Mae Dunbar and corner of Dunbar lands; thence along Dunbar land Southeast to the Susquehanna River; thence along said Susquehanna River Southwest to a point and place of beginning. Said parcel of land being triangular in shape and being that part of the "Green" lying between land now or formerly of Dunbar and land now or formerly of Graham of the Southeast side of Water Street.

BEING known as 4 Water Street, Tax ID #13-C11-303-9 and 13-C11-303-10, Borough of Mahaffey, Clearfield County, Pennsylvania.

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Steven G. Eisenhower by Deed from Steven G. Eisenhower and Connie L. Eisenhower dated 1/5/2001 and recorded 4/9/2001 in Instrument #200104874.

Being Known As: 3080 f/k/a 4 Water Street, Mahaffey, PA 15757.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME STEVEN G. EISENHOWER

NO. 03-1781-CD

NOW, February 08, 2005, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on November 05, 2004, I exposed the within described real estate of Steven G. Eisenhower to public venue or outcry at which time and place I sold the same to CENTEX HOME EQUITY CORPORATION N/D/B/A CENTEX HOME EQUITY COMPANY, LLC he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	16.50
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	9.69
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	15.00
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$222.19

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$28.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	31,973.09
INTEREST @ 5.2500 %	892.50
FROM 05/19/2004 TO 11/05/2004	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$32,885.59

COSTS:

ADVERTISING	341.32
TAXES - COLLECTOR	
TAXES - TAX CLAIM	732.88
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	222.19
LEGAL JOURNAL COSTS	189.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,790.89

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

CHESTER A. HAWKINS, Sheriff

UNITED STATES POSTAL SERVICE
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Steven G. Eisenhower
RR 7, BOX 257A
Punxsutawney, PA 15767

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label)

7002 3150 0000 7854 5498

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540



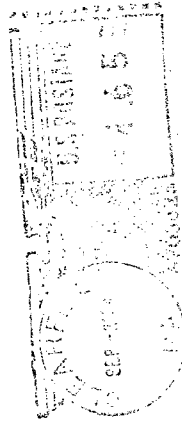


CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

CERTIFIED MAIL™



7002 3150 0000 7854 5498



SEP - 3 2004

9-8
9-18-04

STEVEN G. EISENHOWER
RR 7, BOX 257A
PUNXSUTAWNEY, PA 15767

UNCLAIMED
BY ADDRESSEE
UNITED STATES POSTAL SERVICE



RETURN TO SENDER

15767+0920 07

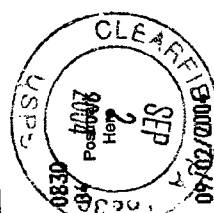
15630-2438 02

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

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

OFFICIAL USE
PUNXSUTAWNEY PA 15767

Postage	\$ 0.60
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 4.65



Sent To Steven G. Eisenhower
Street, Apt. No. or PO Box No. RR 7, Box 257A
City, State, ZIP+4 Punxsutawney, PA 15767

PS Form 3800, June 2002 See Reverse for Instructions

8465 4582 0000 051E 2002

FILED

FEB 08 2005

William A. Shaw
Prothonotary