

04-285-CD  
HOUSEHOLD FINANCE CONSUMER DISCOUNT CO. vs. LLOYD P. SMITH, JR.

Household Finance vs. Lloyd Smith  
2004-285-CD

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

Attorney for Plaintiff

Household Finance Consumer  
Discount Company  
P.O. Box 8604  
Elmhurst, IL 60126

v.

Lloyd P. Smith, Jr.  
Route 255, Box 183  
Penfield, PA 15849

Clearfield County  
Court of Common Pleas

Number 04-285-0

### 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 Meholick  
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. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

**FILED**

FEB 27 2004

William A. Shaw  
Prothonotary

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

Household Finance Consumer Discount Company  
P.O. Box 8604  
Elmhurst, IL 60126

Clearfield County  
Court of Common Pleas

Lloyd P. Smith, Jr.  
Route 255, Box 183  
Penfield, PA 15849

Number

**CIVIL ACTION/MORTGAGE FORECLOSURE**

1. Plaintiff is Household Finance Consumer Discount Company, a corporation duly organized and doing business at the above captioned address.
2. The Defendant is Lloyd P. Smith, Jr., who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is Route 255, Box 183, Penfield, PA 15849.
3. On 12/20/2001, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to MBNA America (Delaware), N.A. which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book Instrument #200200193.
4. On 06/10/2002, the aforesaid mortgage was thereafter assigned by MBNA America (Delaware), N.A. to Household Finance Consumer Discount Company, Plaintiff herein, by Assignment of Mortgage recorded in the Office of the Recorder of Clearfield County in Assignment of Mortgage Book Instrument #200209136.
5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as Route 255, Box 183, Penfield, PA 15849.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 06/20/2003 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	\$ 34,444.65
Interest through 02/15/2004	\$ 2,572.81
(Plus \$ 8.86 per diem thereafter)	
Attorney's Fee	\$ 1,722.23
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 39,289.69

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 \$39,289.69, together with interest at the rate of \$8.86 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, Jennifer DeMaio, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Household Finance Consumer Discount Company and that she is authorized to make this verification and that the foregoing facts are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsification to authorities.

Jennifer DeMaio  
Jennifer DeMaio



## EXHIBIT A (PAGE 1)

1884 AND PAGE 212.

TAX MAP OR PARCEL ID NO.: 118-002-458-23

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
**200200193**  
RECORDED ON  
**Jan 04, 2002**  
**11:41:07 AM**  
Total Pages: 8

RECORDING FEES - \$21.00  
RECORDER  
COUNTY IMPROVEMENT \$1.00  
FUND  
RECORDER \$1.00  
IMPROVEMENT FUND  
STATE WRIT TAX \$0.50  
**TOTAL \$23.50**

CUSTOMER  
INTEGRATED REAL ESTATE  
PROCESSING



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

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

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

1. **Payment of Principal and Interest at Variable Rates.** This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in the Note. Borrowers shall promptly pay when due all amounts required by the Note.

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

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

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

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property

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is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

**3. Application of Payments.** Except for loans made pursuant to the Pennsylvania Consumer Discount Company Act, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal.

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

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

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

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

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

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

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

13. **Governing Law; Severability.** The extension of credit secured by this Mortgage is governed by federal law, which for the purpose of 12 USC § 85 incorporates Delaware law. However, the interpretation and enforcement of this Mortgage shall be governed by the law of the jurisdiction in which the Property is located, except as preempted by federal law. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with

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Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property, or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.



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

**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

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

**21. Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

**22. Interest Rate After Judgment.** Borrower agrees the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

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\* ORIGINAL

-7-

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

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

*Lloyd P. Smith Jr.*  
LLOYD P. SMITH, JR. Borrower

*Lloyd P. Smith Jr.*  
Lloyd P. Smith Jr. Borrower

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

1100 N KING STREET, WILMINGTON, DE 19984

On behalf of the Lender. By: *Terry Hinton* Title: Special Closing  
COMMONWEALTH OF PENNSYLVANIA, *Jefferson* County ss:

I, John H. Powell, a Notary Public in and for said county and state, do hereby certify that LLOYD P. SMITH, JR.

personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that he signed and delivered the said instrument as HIS free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22 day of December, 2001.

*John H. Powell*  
Notary Public

This instrument was prepared by:

NORMA GALANG

(Name)

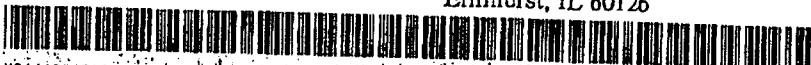
961 WEIGEL DR. ELMHURST, IL 60191  
(Address)

(Space Below This Line Reserved For Lender and Recorder)

03-01-01 MTG

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

PAM01227



MS141331E0098MTG9000PAM012270\*\*SMITH

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5-13-04 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
W.A. Shaw  
Deputy Prothonotary

**FILED**  
in 136 pgs. to  
Rec'd Sheriff to City  
FEB 27 2004

William A. Shaw  
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

HOUSEHOLD FINANCE CONSUMER DISCOUNT CO.

VS.

SMITH, LLOYD P. JR.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 15246

04-285-CD

**SHERIFF RETURNS**

NOW APRIL 12, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO LLOYD P. SMITH, JR., DEFENDANT. RESIDENCE OF RT255 BOX 183, PENFIELD, PA. "EMPTY".

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**Return Costs**

Cost	Description
26.00	SHERIFF HAWKINS PAID BY: ATTY CK# 39754
10.00	SURCHARGE PAID BY: ATTY CK# 39755

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Sworn to Before Me This  
12<sup>th</sup> Day Of April 2004  
William A. Shaw

So Answers,

*Chester A. Hawkins*  
*by Marilyn Hahn*  
Chester A. Hawkins  
Sheriff

**FILED**

APR 12 2004  
0/8:45 am  
William A. Shaw  
Prothonotary

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

Attorney for Plaintiff

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Discount Company  
P.O. Box 8604  
Elmhurst, IL 60126

v.

Lloyd P. Smith, Jr.  
Route 255, Box 183  
Penfield, PA 15849

Clearfield County  
Court of Common Pleas

Number

04-285-4D

### CIVIL ACTION/MORTGAGE FORECLOSURE

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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. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

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

FEB 27 2004

Attest.

*William L. Brown*  
Prothonotary/  
Clerk of Courts

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

Attorney for Plaintiff

Household Finance Consumer Discount Company  
P.O. Box 8604  
Elmhurst, IL 60126

Clearfield County  
Court of Common Pleas

v.

Lloyd P. Smith, Jr.  
Route 255, Box 183  
Penfield, PA 15849

Number

**CIVIL ACTION/MORTGAGE FORECLOSURE**

1. Plaintiff is Household Finance Consumer Discount Company, a corporation duly organized and doing business at the above captioned address.
2. The Defendant is Lloyd P. Smith, Jr., who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is Route 255, Box 183, Penfield, PA 15849.
3. On 12/20/2001, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to MBNA America (Delaware), N.A. which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book Instrument #200200193.
4. On 06/10/2002, the aforesaid mortgage was thereafter assigned by MBNA America (Delaware), N.A. to Household Finance Consumer Discount Company, Plaintiff herein, by Assignment of Mortgage recorded in the Office of the Recorder of Clearfield County in Assignment of Mortgage Book Instrument #200209136.
5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as Route 255, Box 183, Penfield, PA 15849.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 06/20/2003 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.

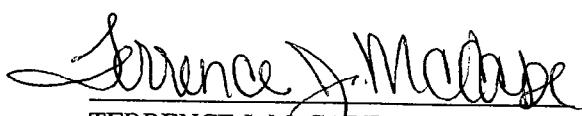
7. The following amounts are due on the mortgage:

Principal Balance	\$ 34,444.65
Interest through 02/15/2004	\$ 2,572.81
(Plus \$ 8.86 per diem thereafter)	
Attorney's Fee	\$ 1,722.23
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	\$ 200.00
GRAND TOTAL	\$ 39,289.69

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 \$39,289.69, together with interest at the rate of \$8.86 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, Jennifer DeMaio, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Household Finance Consumer Discount Company and that she is authorized to make this verification and that the foregoing facts are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsification to authorities.

Jennifer DeMaio  
Jennifer DeMaio



## EXHIBIT A (PAGE 1)

1884 AND PAGE 212.

TAX MAP OR PARCEL ID NO.: 119-002-458-23

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200200193  
RECORDED ON  
Jan 04, 2002  
11:41:07 AM  
Total Pages: 8

RECORDING FEES - \$21.00  
RECORDER  
COUNTY IMPROVEMENT \$1.00  
FUND  
RECORDER \$1.00  
IMPROVEMENT FUND  
STATE WRIT TAX \$0.50  
TOTAL \$23.50

CUSTOMER  
INTEGRATED REAL ESTATE  
PROCESSING

3141331E0098MT98000PAM012200PMSMITH

M ORIGINAL

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

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

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

**1. Payment of Principal and Interest at Variable Rates.** This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in the Note. Borrowers shall promptly pay when due all amounts required by the Note.

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

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

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

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property

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ORIGINAL

is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any funds held by Lender at the time of application, as a credit against the sums secured by this Mortgage.

**3. Application of Payments.** Except for loans made pursuant to the Pennsylvania Consumer Discount Company Act, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal.

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

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

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

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

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

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

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

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

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

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

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

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

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

13. **Governing Law; Severability.** The extension of credit secured by this Mortgage is governed by federal law, which for the purpose of 12 USC § 85 incorporates Delaware law. However, the interpretation and enforcement of this Mortgage shall be governed by the law of the jurisdiction in which the Property is located, except as preempted by federal law. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note, which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with

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Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property, or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.



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

**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

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

**21. Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

**22. Interest Rate After Judgment.** Borrower agrees the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

03-01-01 MTG

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\* ORIGINAL

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

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

*Lloyd P. Smith, Jr.*  
LLOYD P. SMITH, JR. Borrower

Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is:  
1100 N KING STREET, WILMINGTON, DE 19984

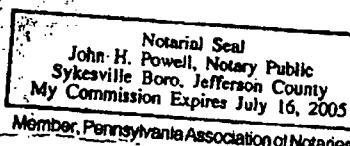
On behalf of the Lender By: *Terry Hilton* Title: Special Closing  
COMMONWEALTH OF PENNSYLVANIA, *Jefferson* County ss:

I, John H. Powell, a Notary Public in and for said county and state, do hereby certify that LLOYD P. SMITH, JR.

personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that he signed and delivered the said instrument as HIS free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22 day of December, 2001.

My Commission expires:



*John H. Powell*  
Notary Public

This instrument was prepared by:

NORMA GALANG

(Name)

961 WEIGEL DR. ELMHURST, IL 60191  
(Address)

(Space Below This Line Reserved For Lender and Recorder)

03-01-01 MTG

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

PAM01227



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

Attorney for Plaintiff

HOUSEHOLD FINANCE CONSUMER  
DISCOUNT COMPANY

v.

LLOYD P. SMITH, JR.

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
:  
:  
:  
: NUMBER: 04-285-CD

**PRAECIPE TO REINSTATE COMPLAINT**

TO THE PROTHONOTARY:

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

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

**FILED**

MAY 13 2004

William A. Shaw  
Prothonotary

5-13-04 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*Will Shaw*  
Deputy Prothonotary

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

Attorney for Plaintiff

Household Finance Consumer  
Discount Company  
P.O. Box 8604  
Elmhurst, IL 60126

Clearfield County  
Court of Common Pleas

v.

Lloyd P. Smith, Jr.  
Route 255, Box 183  
Penfield, PA 15849

Number

04-285-0

### 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 Meholick  
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. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

**FILED**

36  
FEB 27 2004

William A. Shaw  
Prothonotary

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

**Attorney for Plaintiff**

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v.

**CIVIL ACTION/MORTGAGE FORECLOSURE**

1. Plaintiff is Household Finance Consumer Discount Company, a corporation duly organized and doing business at the above captioned address.
2. The Defendant is Lloyd P. Smith, Jr., who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is Route 255, Box 183, Penfield, PA 15849.
3. On 12/20/2001, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to MBNA America (Delaware), N.A. which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book Instrument #200200193.
4. On 06/10/2002, the aforesaid mortgage was thereafter assigned by MBNA America (Delaware), N.A. to Household Finance Consumer Discount Company, Plaintiff herein, by Assignment of Mortgage recorded in the Office of the Recorder of Clearfield County in Assignment of Mortgage Book Instrument #200209136.
5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as Route 255, Box 183, Penfield, PA 15849.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 06/20/2003 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	\$ 34,444.65
Interest through 02/15/2004	\$ 2,572.81
(Plus \$ 8.86 per diem thereafter)	
Attorney's Fee	\$ 1,722.23
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 39,289.69

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 \$39,289.69, together with interest at the rate of \$8.86 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, Jennifer DeMaio, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, Household Finance Consumer Discount Company and that she is authorized to make this verification and that the foregoing facts are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsification to authorities.

Jennifer DeMaio  
Jennifer DeMaio

714370

## MORTGAGE

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

THIS MORTGAGE is made this day 20TH of DECEMBER 2001, between the  
Mortgagor, LLOYD P. SMITH, JR., UNMARRIED

(herein "Borrower") and Mortgagee MBNA AMERICA (DELAWARE), N.A.

a bank organized and existing under the laws of **THE UNITED STATES**, whose address is **1100 N KING STREET, WILMINGTON, DE 19884** (herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 36,149.88, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated DECEMBER 20, 2001 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on DECEMBER 20, 2016;

WHEREAS, Borrower is indebted to Lender in the principal sum of \$  
or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated  
and extensions and renewals thereof (herein "Note"), providing for  
monthly installments, and interest at the rate and under the terms specified in the Note, including any  
adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the  
principal sum above and an initial advance of \$

TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (4) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of CLEARFIELD Commonwealth of Pennsylvania:

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF HUSTON IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 10/31/1997 AND RECORDED 10/31/1997, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME

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CONTINUED ON ATTACHED EXHIBIT A

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ORIGINAL

# EXHIBIT "A"

## EXHIBIT A (PAGE 1)

1884 AND PAGE 212.

TAX MAP OR PARCEL ID NO.: 119-002-458-23

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200200193  
RECORDED ON  
Jan 04, 2002  
11:41:07 AM  
Total Pages: 8

RECORDING FEES - \$21.00  
RECORDER  
COUNTY IMPROVEMENT \$1.00  
FUND  
RECORDER \$1.00  
IMPROVEMENT FUND  
STATE WRIT TAX \$0.50  
TOTAL \$23.50

CUSTOMER  
INTEGRATED REAL ESTATE  
PROCESSING



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

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

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

**1. Payment of Principal and Interest at Variable Rates.** This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in the Note. Borrowers shall promptly pay when due all amounts required by the Note.

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

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

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

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property

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is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or, its acquisition by Lender, any funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

**3. Application of Payments.** Except for loans made pursuant to the Pennsylvania Consumer Discount Company Act, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal.

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

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

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

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

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

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

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

13. **Governing Law; Severability.** The extension of credit secured by this Mortgage is governed by federal law, which for the purpose of 12 USC § 85 incorporates Delaware law. However, the interpretation and enforcement of this Mortgage shall be governed by the law of the jurisdiction in which the Property is located, except as preempted by federal law. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note, which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with

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Lender, Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

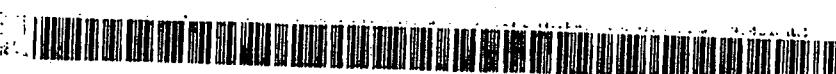
If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

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

**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

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

**21. Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

**22. Interest Rate After Judgment.** Borrower agrees the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

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\* ORIGINAL

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

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

*Lloyd P. Smith*  
LLOYD P. SMITH, JR. Borrower

Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: \_\_\_\_\_  
1100 N KING STREET, WILMINGTON, DE 19984

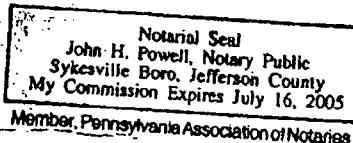
On behalf of the Lender By: Terry Hinton Title: Special Closing  
COMMONWEALTH OF PENNSYLVANIA, Jefferson County ss:

I, John H. Powell, a Notary Public in and for said county and state, do hereby certify that LLOYD P. SMITH, JR.

personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that he signed and delivered the said instrument as HIS free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22 day of December, 2001.

My Commission expires:



*John H. Powell*  
Notary Public

This instrument was prepared by:

NORMA GALANG

(Name)

961 WEIGEL DR. ELMHURST, IL 60191  
(Address)

(Space Below This Line Reserved For Lender and Recorder)

03-01-01 MTG

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

PAM01227



MS141331E0098MTG9000PAM012270\*\*SMITH

Date: 02/27/2004  
Time: 01:39 PM

**Clearfield County Court of Common Pleas**  
**Receipt**

NO. 1874516  
Page 1 of 1

Received of: McCabe, Terrence J. Esq (attorney for Household Fi) \$ 85.00

Eighty-Five and 00/100 Dollars

Case: 2004-00285-CD	Litigant: Household Finance Comsumer Discount Company vs. Llo	Amount
Civil Complaint		85.00
<b>Total:</b>		<b>85.00</b>

Check: 39753

Payment Method: Check

Amount Tendered: 85.00

William A. Shaw, Prothonotary/Clerk of Courts

By: \_\_\_\_\_  
Deputy Clerk

Clerk: BANDERSON

Duplicate

**FILED**

*M 12:09 PM 17-02  
,cc to attorney*

MAY 13 2004

William A. Shaw  
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

HOUSEHOLD FINANCE CONSUMER DISCOUNT CO.

Sheriff Docket # 15246

VS.

SMITH, LLOYD P. JR.

04-285-CD

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW MAY 20, 2004 THOMAS KONTES, SHERIFF OF ELK COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY, TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LLOYD P. SMITH JR., DEFENDANT OR OCCUPANT.

NOW JUNE 1, 2004 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LLOYD P. SMITH, JR., DEFENDANT BY DEPUTIZING THE SHERIFF OF ELK COUNTY. THE RETURN OF SHERIFF KONTES IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED BOTH COPIES ON DEFENDANT.

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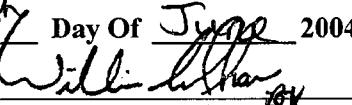
Return Costs

Cost	Description
27.37	SHERIFF HAWKINS PAID BY: ATTY CK# 42893
20.00	SURCHARGE PAID BY: ATTY CK# 43638
64.80	ELK CO. SHFF. PAID BY:atty ck# 43639

---

Sworn to Before Me This

11<sup>th</sup> Day Of June 2004

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

So Answers,

  
Chester A. Hawkins  
Sheriff

FILED  
JUN 11 2004

04-285-CD

William A. Shaw  
Prothonotary/Clerk of Courts

15246

# Affidavit of Service

Household Finance  
Consumer Discount Company

vs.

Lloyd P. Smith, Jr.

}

No. 285 Term, 20 04

Returnable within \_\_\_\_\_ days  
from date of service hereof.

NOW June 1, 20 04 at 2:22 o'clock P.M.

served the within Complaint in Mortgage Foreclosure on Lloyd P. Smith, Jr.

at 19674 Bennetts Valley Hwy., P.O. Box 83, Byrnedale, Elk County, PA

by handing to him

two true and attested Copies of the original Complaint in Mortgage Foreclosure and made known to him the contents thereof. Sheriff's Costs - \$64.80 PAID

Sworn to before me this 3<sup>rd</sup>

day of June A.D. 20 04

Jeffra H. Kronenwetter  
Deputy Prothonotary  
January 7, 2008

118.11-010

So answers,

Thomas C. Kotter  
Sheriff  
Deputy



# Sheriff's Office Clearfield County

OFFICE (814) 765-2641 EXT. 5986  
AFTER 4:00 P.M. (814) 765-1533  
FAX (814) 765-5915

CHESTER A. HAWKINS  
SHERIFF

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

ROBERT SNYDER  
CHIEF DEPUTY

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
PAGE 15246

HOUSEHOLD FINANCE CONSUMER DISC. TERM & NO. 04-673-CD

VS

DOCUMENT TO BE SERVED:

COMPLAINT IN MORTGAGE FORECLOSURE

LLOYD P. SMITH, JR.

SERVE BY: 06/12/2004

MAKE REFUND PAYABLE TO: McCABE, WEISBERG & CONWAY, ESQ.

SERVE: LLOYD P. SMITH JR. or OCCUPANT

ADDRESS: PO Box 83, Brynedale, a. 15827 a/k/a 19674 Bennetts Valley Highway

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby depose the SHERIFF OF ELK COUNTY, Pennsylvania to execute this writ. This Deposition being made at the request and risk of the Plaintiff this 20th Day of MAY 2004

Respectfully,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

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

Attorney for Plaintiff

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY vs. LLOYD P. SMITH, JR.	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-285-CD
--	---

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

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

Principal	\$39,289.69
Interest from 2/16/04 to 7/22/04	<u>\$ 1,391.02</u>
TOTAL	\$40,680.71

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

AND NOW, this 26<sup>th</sup> day of July, 2004,  
Judgment is entered in favor of Plaintiff, HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY and against Defendant(s), LLOYD P. SMITH, JR. and damages are assessed in the amount of \$40,680.71, plus interest and costs.

BY THE PROTHONOTARY:

William A. Shaw

FILED *July*

JUL 26 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

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY vs. LLOYD P. SMITH, JR.	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-285-CD
--	---

**AFFIDAVIT OF NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA:  
SS.

COUNTY OF CLEARFIELD:

The undersigned, being duly sworn according to law, deposes and says that the Defendant(s) 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(s), is/are over eighteen (18) years of age and resides at resides at the respective addresses:

LLOYD P. SMITH, JR.

P.O. BOX 83,  
n/k/a 19674 BENNETTS VALLEY HIGHWAY  
BYRNEDALE, PA 15827

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 22nd DAY

OF JULY, 2004.

*Terrence J. McCabe*  
TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

*Donna L. Del Vecchio*  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
DONNA L. DEL VECCHIO, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires September 1, 2007

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

Attorney for Plaintiff

HOUSEHOLD FINANCE CONSUMER  
DISCOUNT COMPANY  
vs.  
LLOYD P. SMITH, JR.

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS  
NUMBER: 04-285-CD

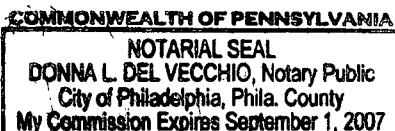
CERTIFICATION

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(s) 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 22nd DAY  
OF JULY, 2004.

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

Donna L. Del Vecchio  
Notary Public



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

William A. Shaw  
Prothonotary

June 29, 2004

To: Lloyd P. Smith, Jr.  
P.O. Box 83 n/k/a 19674 Bennetts Valley Highway  
Byrnedale, PA 15827.

Household Finance Consumer Discount  
Company  
vs.  
Lloyd P. Smith, Jr.

Clearfield County  
Court of Common Pleas  
Number 04-285-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 Meholick  
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 COMPARCENCIA ESCRITA, YA SEA PERSONALMENTE O POR ABOGADO Y POR NO HABER RADICADO POR ESCRITO CON ESTE TRIBUNAL SUS DEFENSAS U OBJECCIONES 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 COMPARCER 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 Meholick  
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/rda

**EXHIBIT "A"**

VERIFICATION

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

Terrence J. McCabe  
TERRENCE J. McCABE, ESQUIRE

FILED  
M 15 2004  
100-1000-10  
JUL 26 2004  
Def.  
William A. Shaw  
Prothonotary/Clerk of Courts  
Statement to Alleg

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



William A. Shaw  
Prothonotary

To: LLOYD P. SMITH, JR.  
P.O. BOX 83, n/k/a 19674 BENNETTS VALLEY HIGHWAY,  
BYRNEDALE, PA 15827

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY vs. LLOYD P. SMITH, JR.	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-285-CD
--	---

NOTICE

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

7/26/04  
William A. Shaw  
Prothonotary

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

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

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

COPY

Household Finance Comsumer Discount  
Company  
Plaintiff(s)

No.: 2004-00285-CD

Real Debt: \$40,680.71

Atty's Comm: \$

Vs.

Costs: \$

Lloyd P. Smith Jr.  
Defendant(s)

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 26, 2004

Expires: July 26, 2009

Certified from the record this 26th day of July, 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**

HOUSEHOLD FINANCE CONSUMER  
DISCOUNT COMPANY

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

VS.

LLOYD P. SMITH, JR.

04-285-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 LLOYD P. SMITH, JR.  
\_\_\_\_\_  
Of defendant(s) and
3. Against the following property in the hands of (name) \_\_\_\_\_  
LLOYD P. SMITH, JR.
4. And index this writ;
  - (a) against LLOYD P. SMITH, JR. Defendant(s) and
  - (b) against \_\_\_\_\_ as GarnisheeAs a lis pendens against real property of the defendant(s) in name of garnishee as follows, ROUTE 255, BOX 183, PENFIELD, PA 15849

(Specifically described property)

(If space insufficient, attach extra sheets)

*new*  
**FILED** *1ccalewonts adscr*  
*JUL 11 2004* *to Shff*  
**JUL 26 2004** *Att'y ad. 20.00*

William A. Shaw  
Prothonotary/Clerk of Courts

5. Amount Due \$ 40,680.71

Interest from 7/23/04 to sale date \$ 6.68 per day

Costs (to be added) \$ 132.00 Prothonotary Costs

*Terrence J. McCabe*

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

RECEIVED WRIT THIS        DAY  
OF        A.D.

AT M

Sheriff

(MORTGAGE FORECLOSURE)

EXECUTION DEBT	40,680.71
INTEREST FROM 7/23/04 to sale date	6.68 per day

130.

USE ATTORNEY  
USE PLAINTIFF  
ATTORNEY'S COMM  
SATISFACTION  
SHERIFF

TERRENCE J. McCABE, ESQUIRE  
Attorney I.D. No 16496  
1123 S. Broad Street, Ste. 208  
Philadelphia, PA 19109  
Tel: 215 790 1010

Prothonotary/Clerk of Courts

William A. Shaw  
JUL 26 2004

四  
卷

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY  
PENNSYLVANIA

# HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

85

LLOYD P. SMITH, JR.

## Praecept for Writ of Execution

00020270

十一

Terence J. Neale  
Attorney for Plaintiff(s)

## Attorney for Plaintiff(s)

000702700

## LEGAL DESCRIPTION

ALL that certain lot of land situate in Warrent No. 475, Township of Huston, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING in the Southern line of Woodward Street 110 feet Westerly from the Northwest corner of the lot deed by H. Woodward, et ux to the Penfield Presbyterian Church, and 50 feet Easterly from the Northwest corner of H. P. Town's Lot No. 45; thence South 38° East 194 feet; thence South 52° West, 50 feet to said Lot No. 45; thence North 38° West 194 feet to Woodward Street; thence North 52° East 50 feet to place of beginning.

CONTAINING about 1/4 of an acre, more or less, and being Lot No. 44 on the plan of Penfield, Pennsylvania.

Being Known As: ROUTE 255, BOX 183, PENFIELD, PA 15849.

EXHIBIT "B"

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

Attorney for Plaintiff

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY vs. LLOYD P. SMITH, JR.	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-285-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 Praeclipe for the Writ of Execution was filed the ROUTE 255, BOX 183, PENFIELD, PA 15849, 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
LLOYD P. SMITH, JR.	P.O. BOX 83, n/k/a 19674 BENNETTS VALLEY HIGHWAY BYRNEDALE, PA 15827

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

Name	Address
LLOYD P. SMITH, JR.	P.O. BOX 83, n/k/a 19674 BENNETTS VALLEY HIGHWAY BYRNEDALE, PA 15827

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 \_\_\_\_\_

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

Name \_\_\_\_\_ Address \_\_\_\_\_

Tenant(s) ROUTE 255, BOX 183,  
PENFIELD, PA 15849

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.

JULY 22, 2004

DATE

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

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

Household Finance Comsumer Discount Company

Vs.

NO.: 2004-00285-CD

Lloyd P. Smith Jr.

*Copy*

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due HOUSEHOLD FINANCE COMSUMER DISCOUNT COMPANY, Plaintiff(s) from LLOYD P. SMITH JR., 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: \$40,680.71

PAID: \$132.00

INTEREST from 7/23/04 to sale date \$6.68 per day

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 07/26/2004

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

\_\_\_\_\_  
Sheriff

---

William A. Shaw  
Prothonotary/Clerk Civil Division

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

## LEGAL DESCRIPTION

ALL that certain lot of land situate in Warrent No. 475, Township of Huston, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING in the Southern line of Woodward Street 110 feet Westerly from the Northwest corner of the lot deed by H. Woodward, et ux to the Penfield Presbyterian Church, and 50 feet Easterly from the Northwest corner of H. P. Town's Lot No. 45; thence South 38° East 194 feet; thence South 52° West, 50 feet to said Lot No. 45; thence North 38° West 194 feet to Woodward Street; thence North 52° East 50 feet to place of beginning.

CONTAINING about 1/4 of an acre, more or less, and being Lot No. 44 on the plan of Penfield, Pennsylvania.

Being Known As: ROUTE 255, BOX 183, PENFIELD, PA 15849.

EXHIBIT "B"

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

Attorney for Plaintiff

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY vs. LLOYD P. SMITH, JR.	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-285-CD
--	---

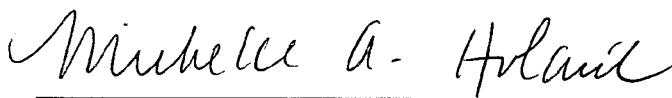
AFFIDAVIT OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 18<sup>th</sup> day of October, 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".

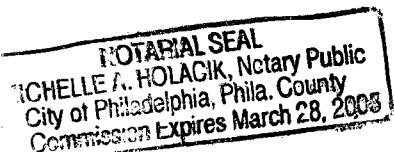
Copies of the letter and certificate of mailing are also attached hereto, made a part hereof and marked as Exhibit "B."

  
TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 18<sup>th</sup> DAY  
OF October, 2004.



NOTARY PUBLIC



FILED EGC  
03:20 61 Notary  
OCT 29 2004

William A. Shaw  
Prothonotary

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

Attorney for Plaintiff

# Exhibit A

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY vs. LLOYD P. SMITH, JR.	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-285-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 Praeclipe for the Writ of Execution was filed the following information concerning the real property located at P.O. BOX 183 ROUTE 255, PENFIELD, PA 15849, 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 \_\_\_\_\_

LLOYD P. SMITH, JR. P.O. BOX 83,  
n/k/a 19674 BENNETTS VALLEY HIGHWAY,  
BYRNEDALE, PA 15827

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

Name \_\_\_\_\_ Address \_\_\_\_\_

LLOYD P. SMITH, JR. P.O. BOX 83, n/k/a 19674  
BENNETTS VALLEY HIGHWAY, BYRNEDALE, PA 15827

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.

# Exhibit A

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

Name \_\_\_\_\_ Address \_\_\_\_\_

United States of America  
c/o U.S. Attorney for the **Eastern District** of PA  
615 Chestnut Street  
Philadelphia, PA 19106

United States of America  
c/o U.S. Attorney for the **Middle District** of PA  
235 North Washington Street  
Scranton, PA 18503

United States of America  
c/o Attorney for the [REDACTED] of PA  
633 U.S. Post Office and Courthouse  
7<sup>th</sup> & Grant Streets  
Pittsburgh, PA 15219

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

Internal Revenue Service  
Federated Investors Tower  
13<sup>th</sup> 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:

Name \_\_\_\_\_ Address \_\_\_\_\_

Tenant(s) P.O. BOX 183 ROUTE 255,  
PENFIELD, PA 15849

# Market Exhibit A

230 E. Market  
Suite 300  
Clearfield, PA 16830

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.

October 18, 2004

DATE

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, Pennsylvania 19109  
(215) 790-1010

Attorney for Plaintiff

# Exhibit B

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY vs. LLOYD P. SMITH, JR.	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 04-285-CD
--	---

DATE: October 18, 2004

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

### NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: LLOYD P. SMITH, JR.

PROPERTY: P.O. BOX 183 ROUTE 255, PENFIELD, PA 15849

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on December 3, 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.





Name and Address of Sender  
McCabe, Weisberg and Conway  
1123 S Broad St Suite 2080

Check type of mail or service:

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

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

PS Form 3877, October 2004

Complete by Typewriter. Ink or Ball Point Pen

The full schedules of rates as referred to all business and instrumental registered mail. The maximum individual package or document weighing 1000 gm. or less is subject to a single postage of \$1.00, but optional Express Mail service is available for up to \$10,000.00 to business or individual customers. The maximum delivery package is \$25,000.00 for coverage on insured or COD mail. Special handling charges apply to Standard Mail (A) and Standard Mail (B) parcels.

Postmaster, Per *Name of receiving employee*)

Total Number of Pieces  
Received at Post Office

Total Number of Pieces  
Listed by Sender

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16417  
NO: 04-285-CD

PLAINTIFF: HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY  
vs.  
DEFENDANT: SMITH, LLOYD P., JR.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 07/26/2004

LEVY TAKEN 10/20/2004 @ 1:45 PM

POSTED 10/20/2004 @ 1:50 PM

SALE HELD 01/07/2005

SOLD TO HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 03/14/2005

DATE DEED FILED 03/14/2005

PROPERTY ADDRESS ROUTE 255, BOX 183 PENFIELD, PA 15849

**SERVICES**

10/28/2004 @ 1:40 PM SERVED LLOYD P. SMITH, JR.

ELK COUNTY SERVED LLOYD P. SMITH, JR. DEFENDANT AT HIS RESIDENCE 1967 BENNETTS VALLEY HWY, P. O. BOX 83, BYRNEDALE, ELK COUNTY, PENNSYLVANIA BY HANDING TO LLOYD P. SMITH, JR

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

FILED  
03-4667-6  
MAR 14 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 16417  
NO: 04-285-CD

PLAINTIFF: HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

VS

DEFENDANT: SMITH, LLOYD P., JR.

WRIT OF EXECUTION REAL ESTATE

## SHERIFF RETURN

SHERIFF HAWKINS \$252.78

**SURCHARGE**      **\$20.00**      **PAID BY**      **ATTORNEY**

Sworn to Before Me This

### So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2005

Chester Hawkins  
by Amherst Butler-August 1947  
Chester A. Hawkins  
Sheriff

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

Household Finance Comsumer Discount Company

Vs.

NO.: 2004-00285-CD

Lloyd P. Smith Jr.

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due HOUSEHOLD FINANCE COMSUMER DISCOUNT COMPANY, Plaintiff(s) from LLOYD P. SMITH JR., 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: \$40,680.71

PAID: \$132.00

INTEREST from 7/23/04 to sale date \$6.68 per day

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 07/26/2004

Received this writ this 26<sup>th</sup> day  
of July A.D. 2004  
At 3:30 A.M./P.M.

Chester A. Hawkins  
Sheriff By Amitha Butler-Augustine

  
\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

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

## **LEGAL DESCRIPTION**

ALL that certain lot of land situate in Warrent No. 475, Township of Huston, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING in the Southern line of Woodward Street 110 feet Westerly from the Northwest corner of the lot deed by H. Woodward, et ux to the Penfield Presbyterian Church, and 50 feet Easterly from the Northwest corner of H. P. Town's Lot No. 45; thence South 38° East 194 feet; thence South 52° West, 50 feet to said Lot No. 45; thence North 38° West 194 feet to Woodward Street; thence North 52° East 50 feet to place of beginning.

CONTAINING about 1/4 of an acre, more or less, and being Lot No. 44 on the plan of Penfield, Pennsylvania.

Being Known As: ROUTE 255, BOX 183, PENFIELD, PA 15849.

**EXHIBIT "B"**

LAW OFFICES  
**McCABE, WEISBERG & CONWAY, P.C.**  
SUITE 2080

TERRENCE J. McCABE

123 SOUTH BROAD STREET  
PHILADELPHIA, PENNSYLVANIA 19109  
(215) 790-1010  
FAX (215) 790-1274

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

SUITE 503  
53 WEST 36<sup>th</sup> STREET  
NEW YORK, NY 10018  
(917) 351-1188  
FAX (917) 351-0363

November 29, 2004

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

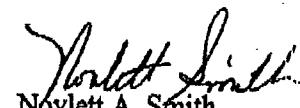
Re: **HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY**  
vs  
**LLOYD P. SMITH, JR.**  
Clearfield County, CCP; Number 04-285-CD  
Premises: P.O. BOX 183 ROUTE 255, PENFIELD, PA 15849  
Date of Sheriff's Sale: December 3, 2004

Dear Cindy:

As you know, the above-captioned matter is currently scheduled for the **DECEMBER 3, 2004** Sheriff's Sale. I am requesting at this time that you postpone this matter to the **JANUARY 7, 2005** Sheriff's Sale.

As acknowledgment of this postponement, I would appreciate your signing or time-stamping a copy of this letter and faxing the same to my attention. Thank you for your cooperation.

Very truly yours,

  
Novlett A. Smith  
Legal Assistant

**SENT VIA FACSIMILE TRANSMITTAL NUMBER (814)765-5915**  
**SHERIFF'S OFFICE-RECEIVED BY:**

**SIGNATURE**

**DATE**

# Affidavit of Service

Household Finance Consumer  
Discount Company

vs.

Lloyd P. Smith, Jr.

No. 285 Term, 20 04

Returnable within \_\_\_\_\_ days  
from date of service hereof.

NOW October 28, 20 04 at 1:40 o'clock P.M.  
served the within Notice of Sale, Writ of Execution and Levy on Lloyd P. Smith, Jr.

at 19674 Bennetts Valley Hwy, P.O. Box 83, Byrnedale, Elk County, PA

by handing to him

a true and attested copy of the original Notice of Sale, Writ of Execution and Levy and made  
known to him the contents thereof. Sheriff's Costs - \$33.00 PAID

Sworn to before me this 27th

day of October A.D. 2004

So answers,



My Commission Expires  Prothonotary



118.11-010

January 7, 2008

Deputy

Sheriff

Deputy



**Sheriff's Office  
Clearfield County**

OFFICE (814) 765-2641 EXT. 5986  
AFTER 4:00 P.M. (814) 765-1533  
FAX (814) 765-5915

CHESTER A. HAWKINS  
SHERIFF

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

ROBERT SNYDER  
CHIEF DEPUTY

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

**DEPUTATION**

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

HOUSEHOLD FINANCE CONSUMER DISCOUNT  
COMPANY

TERM & NO. 04-285-CD

vs

DOCUMENTS TO BE SERVED:

LLOYD P. SMITH, JR.

NOTICE OF SALE  
WRIT OF EXECUTION  
COPY OF LEVY.

**SERVE BY:**

ASAP

**MAKE REFUND PAYABLE TO: ATTORNEY- RETURN TO BE SENT TO THIS OFFICE**

**SERVE: LLOYD P. SMITH, JR.**

**ADDRESS: P. O. BOX 83 N/K/A 19674 BENNETTS VALLEY HIGHWAY, BYRNEDALE, PA 15827**

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF ELK COUNTY PENNSYLVANIA to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 25 Day of October 2004.

Respectfully,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME LLOYD P. SMITH, JR. NO. 04-285-CD

NOW, March 14, 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 January 07, 2005, I exposed the within described real estate of Smith, Lloyd P., Jr. to public venue or outcry at which time and place I sold the same to HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz

<b>SHERIFF COSTS:</b>		<b>PLAINTIFF COSTS, DEBT AND INTEREST:</b>	
RDR SERVICE	15.00	DEBT-AMOUNT DUE	40,680.71
MILEAGE	15.00	INTEREST @ 6.6800 %	1,122.24
LEVY	15.00	FROM 07/23/2004 TO 01/07/2005	
MILEAGE	12.00	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	5.78	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	20.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE		ESCROW DEFICIENCY	
DEED	30.00	PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE		MISCELLANEOUS	
ADD'L LEVY		<b>TOTAL DEBT AND INTEREST</b>	<b>\$41,822.95</b>
BID AMOUNT	1.00		
RETURNS/DEPUTIZE	9.00	<b>COSTS:</b>	
COPIES	15.00		
	5.00	ADVERTISING	276.54
BILLING/PHONE/FAX	15.00	TAXES - COLLECTOR	
CONTINUED SALES	20.00	TAXES - TAX CLAIM	3,578.05
MISCELLANEOUS	15.00	DUE	
<b>TOTAL SHERIFF COSTS</b>	<b>\$252.78</b>	LIEN SEARCH	100.00
		ACKNOWLEDGEMENT	5.00
		DEED COSTS	28.50
		SHERIFF COSTS	252.78
		LEGAL JOURNAL COSTS	126.00
		PROTHONOTARY	132.00
		MORTGAGE SEARCH	40.00
		MUNICIPAL LIEN	723.13
		<b>TOTAL COSTS</b>	<b>\$5,262.00</b>
<b>DEED COSTS:</b>			
ACKNOWLEDGEMENT	5.00		
REGISTER & RECORDER	28.50		
TRANSFER TAX 2%	0.00		
<b>TOTAL DEED COSTS</b>	<b>\$28.50</b>		

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

CHESTER A. HAWKINS, Sheriff