

05-43-CD  
Mortgage Elec. vs. Kevin Harle

EVAN M. HARLE

Mortg. Elect Reg. Syst v. Kevin Harle  
2005-043-CD

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

**Attorney for Plaintiff**

Mortgage Electronic Registration Systems,  
Inc.

Plaintiff

v.

Kevin M. Harle

Defendant

COURT OF COMMON PLEAS

Clearfield COUNTY

Number 05-43-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 Praecept for the Writ of Execution was filed the following information concerning the real property located at: Section 1 Lot 30 a/k/a 538 Treasure Lake, Du Bois, PA 15801, a copy of the description of said property is attached hereto and marked as Exhibit "A."

1. Name and address of Owner or Reputed Owner:

| Name           | Address                                |
|----------------|--|
| Kevin M. Harle | 538 Treasure Lake<br>Du Bois, PA 15801 |

2. Name and address of Defendant in the judgment:

| Name           | Address                                |
|----------------|--|
| Kevin M. Harle | 538 Treasure Lake<br>Du Bois, PA 15801 |

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. |  |
| Joseph S. Daum    | 1133 Brackenridge Avenue<br>Brackenridge, PA 15014 |

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

| Name  | Address |
|-------|---------|
| None. |         |

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

| Name   | Address                              |
|--|--------------------------------------|
| Treasure Lake Property Owners<br>Association, Inc. | 13 Treasure Lake<br>Dubois, PA 15801 |

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

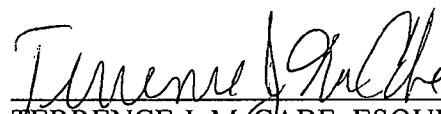
| Name    | Address  |
|---------|--|
| Tenants | Section 1 Lot 30<br>a/k/a 538 Treasure Lake<br>Du Bois, PA 15801 |

|  |   |
|--|---|
| Rick Redden - Director<br>Clearfield County Domestic Relations<br>Office             | Clearfield County Courthouse 230<br>East Market Street<br>Clearfield, PA 16830                                  |
| Commonwealth of Pennsylvania   | Department of Public Welfare<br>P.O. Box 2675<br>Harrisburg, PA 17105   |
| Commonwealth of Pennsylvania<br>Inheritance Tax Office                               | 1400 Spring Garden Street<br>Philadelphia, PA 19130   |
| Commonwealth of Pennsylvania<br>Bureau of Individual Tax<br>Inheritance Tax Division | 6th Floor, Strawberry Square<br>Department #280601<br>Harrisburg, PA 17128                                      |
| Department of Public Welfare<br>TPL Casualty Unit Estate<br>Recovery Program         | Willow Oak Building<br>P.O. Box 8486<br>Harrisburg, PA 17105-8486   |
| Internal Revenue Service   | Technical Support Group,<br>William Green Federal Bldg.<br>Room 3259, 600 Arch Street<br>Philadelphia, PA 19106 |
| Treasure Lake Homes, Inc.  | 24 Treasure Lake<br>Dubois, PA 15801  |
| Treasure Lake Construction, LLC  | 1280 Treasure Lake<br>Dubois, PA 15801  |
| Treasure Lake Real Estate, Inc.  | Treasure Lake Road 4<br>P.O. Box 687<br>Dubois, PA 15222  |
| Treasure Lake Resale Services  | 90 Beaver Drive<br>Dubois, PA 15801   |

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.

April 12, 2005

DATE

  
 TERRENCE J. McCABE, ESQUIRE  
 Attorney for Plaintiff

## **LEGAL DESCRIPTION**

ALL THAT CERTAIN tract of land designated as Lot No. 30, Section No. 1, "Barbados" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in Misc. Docket Map File No. 25. Excepting and reserving therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments or record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, Page 476; all of the said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

**Being Parcel No.** 128-C02-001-00030-00-21

**Being Known As:** Section 1 Lot 30 a/k/a 538 Treasure Lake, Du Bois, PA 15801

**EXHIBIT "A"**

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

Mortgage Electronic Registration Systems, Inc.

Vs.

NO.: 2005-00043-CD

Kevin M. Harle

**COPY**

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., Plaintiff(s) from KEVIN M. HARLE, 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: \$61,580.06

PAID: \$125.00

INTEREST from 2/29/05

SHERIFF: \$

to \_\_\_\_\_ at a per diem of \$10.12

OTHER COSTS: \$

PROTH. COSTS: \$

ATTY'S COMM: \$

DATE: 04/22/2005

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

---

William A. Shaw  
Prothonotary/Clerk Civil Division

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

Sheriff

**Praecipe for Writ of Execution-MORTGAGE FORECLOSURE**

Mortgage Electronic Registration Systems,  
Inc.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Plaintiff

v.

NO. 05-43-CD TERM

Kevin M. Harle

Defendant

**PRAECIPE FOR WRIT OF EXECUTION**

To the Prothonotary:

Issue Writ of Execution in the above matter;

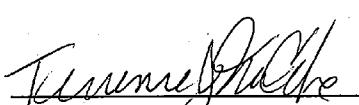
1. Directed to the Sheriff of CLEARFIELD COUNTY.
2. Against the following property Kevin M. Harle Of defendant(s) and
3. Against the following property in the hands of (name) \_\_\_\_\_  
Kevin M. Harle
4. And index this writ;  
(a) against Kevin M. Harle Defendant(s) and  
(b) against \_\_\_\_\_ as Garnishee

As a lis pendens against real property of the defendant(s) in name  
of garnishee as follows, Section 1 Lot 30 a/k/a 538 Treasure Lake, Du Bois, PA 15801

(Specifically described property)  
(If space insufficient, attach extra sheets)

5. Amount Due \$ 61,580.06  
Interest from 2/29/05 to \_\_\_\_\_ \$ 125.00 **Prothonotary costs**  
at a per diem of \$10.12

Costs (to be added) \$ \_\_\_\_\_

  
TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff(s)

NO. 05-43-CD TERM  
NO. \_\_\_\_\_ TERM

RECEIVED WRIT THIS \_\_\_\_ DAY

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY  
PENNSYLVANIA

Mortgage Electronic Registration Systems,  
Inc.

VS.

Kevin M. Harle

**Praeclipe for Writ of Execution**

**(MORTGAGE FORECLOSURE)**

EXECUTION DEBT 61,580.06

INTEREST FROM

2/29/05 to.....  
at a per diem of \$10.12

PROTHONOTARY 125.00

USE ATTORNEY

USE PLANTIFF

ATTORNEY'S  
COMM.

SATISFACTION

SHERIFF

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

at the place of service

*Terrence J. McCabe*  
Attorney for Plaintiff(s)

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**Being Parcel No. 128-C02-001-00030-00-21**

**Being Known As:** Section 1 Lot 30 a/k/a 538 Treasure Lake, Du Bois, PA 15801

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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

Mortgage Electronic Registration  
Systems, Inc.  
10790 Rancho Bernardo Road  
San Diego, CA 92127

v.

Kevin M. Harle  
538 Treasure Lake  
Du Bois, PA 15801

Clearfield County  
Court of Common Pleas

Number

05-43-CD

### CIVIL ACTION/MORTGAGE FORECLOSURE

#### **NOTICE**

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

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

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

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

#### **AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. 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 OTELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.

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

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

FILED  
M12:146144 pg. 8500  
JAN 10 2005

William A. Shaw  
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

Mortgage Electronic Registration Systems, Inc.  
10790 Rancho Bernardo Road  
San Diego, CA 92127

Clearfield County  
Court of Common Pleas

v.  
Kevin M. Harle  
538 Treasure Lake  
Du Bois, PA 15801

Number

**CIVIL ACTION/MORTGAGE FORECLOSURE**

1. Plaintiff is Mortgage Electronic Registration Systems, Inc., a corporation duly organized and doing business at the above captioned address.
2. The Defendant is Kevin M. Harle, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is 538 Treasure Lake, Du Bois, PA 15801.
3. On 05/23/2003, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Mortgage Electronic Registration Systems, Inc. as Nominee for WMC Mortgage Corporation, its successors, which mortgage is recorded in the Office of the Recorder of Clearfield County as Instrument Number 200308844.
4. MERS, is or will be, owner of legal title to the mortgage this is the subject of this action, and nominee for US Bank National Association, as Trustee, its successors, which is the owner of the entire beneficial interest in the mortgage.
5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as Section 1 Lot 30 a/k/a 538 Treasure Lake, Du Bois, PA 15801.
6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 09/01/2004 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                      | \$ 55,275.76     |
| Interest 08/01/2004 through 12/10/2004 | \$ 1,931.19      |
| (Plus \$ 14.97 per diem thereafter)    |                  |
| Attorney's Fee                         | \$ 2,763.79      |
| Late Charges                           | \$ 180.76        |
| Corporate Advances                     | \$ 100.00        |
| NSF Charges                            | \$ 60.00         |
| Cost of Suit                           | \$ 225.00        |
| Appraisal Fee                          | \$ 125.00        |
| Title Search                           | <u>\$ 200.00</u> |
| GRAND TOTAL                            | \$ 60,861.50     |

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 a certificate of mailing and by certified mail, return receipt requested.

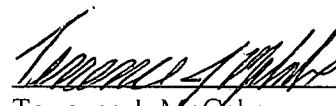
WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$60,861.50, together with interest at the rate of \$14.97 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.



TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

**VERIFICATION**

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



\_\_\_\_\_  
Terrence J. McCabe

After Recording Return To:  
WMC MORTGAGE CORP.

6326 CHURCH AVE STE 31000  
WOODLAND HILLS, CA 91367

**Printed Above This Line for Recording Data**

## **MORTGAGE**

2027 RELEASE UNDER E.O. 14176

## DEFINITION

2000-2  
Lot Number: 15543428  
ID#: 100114000103404260  
REV: 1/14/2012-1-18-2012

(A) "Security Instrument" means this document, which is dated **May 23, 2003**

(2) "Hannover" is 1990 v. 1991.

Review of the witness under the Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgage under safe Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (810) 679-MERS.

(D) "Land" is used whenever used.

Lender is a Corporation  
Laws of CALIFORNIA

organized and existing under the  
Lender's address is P.O. Box 94025 LOS

(E) "Note" means the promissory note signed by the Note states that BOTTOWAY OWNS LANDIN

Fifty-Five Thousand Six Hundred Sixty-Five and 00/100  
Dollars \$15,665.00

Dollars (U.S.) 55,000.00 plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2033.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property." (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due

(E) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are under the Note, and all sums due under this Security Instrument, plus interest.

to be executed by Borrower [check box as applicable]:

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

(1) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial decisions.

(i) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

PENNSYLVANIA—Single Purify—Female Manufacturer Mac **UNIFORM INSTRUMENT**  
SUSPEN—  
*(Page 2 of 11 pages)*

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## Exhibit A

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephone instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Dealer" means those items that are described in Section 5.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the **COUNTY** of **CLEARFIELD**  
 (Type of Recording Jurisdiction) (Name of Recording Jurisdiction)  
**DESENTRALIZED AS LOT NO. 30, SECTION 1 BARRADAS, IN THE TREASURE LAKE  
 HOMEVISITION IN SUMMIT TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, RECORDED IN  
 MDC. DOCKET MAP FILE NO. 25.**

which currently has the address of **SECTION 1 LOT 30**

**DESENTRALIZED AS LOT NO. 30, SECTION 1 BARRADAS, IN THE TREASURE LAKE  
 HOMEVISITION IN SUMMIT TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, RECORDED IN  
 MDC. DOCKET MAP FILE NO. 25.**

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtelements, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but

**PENNSYLVANIA-Hugh Family-Freddie Mac Uniform Instrument  
 SECURITY AGREEMENT**

Form 5029 1/01

(Page 2 of 13 pages)

RECORDED: 11/13/2003

110848424-1  
20847428  
not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender on payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No officer or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Prepayments.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, such payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charge due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance

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on the Property; (b) household payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amounts due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amounts and Borrower shall then be obligated under Section 9 to repay to Lender any such amounts. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Leader may, at any time, collect and hold Funds in an amount (a) sufficient to permit Leader to apply the Funds at the time specified under REPA, and (b) not to exceed the maximum amount a leader can require under REPA. Leader shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of State Recovery funds or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually auditing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess Funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Chargers, Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, household payments or ground rents on the Property, if any, and Condominium Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender, subordinating the lien to the Security

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Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Agreement, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentence can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification, and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges such time resurveys or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not foreclosed. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be foreclosed, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise,

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Borrower hereby assigns to Lender: (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repair and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any person or entity acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums exceed by a lien which has priority over this Security Instrument; (b) appealing to court; and (c) paying reasonable attorneys' fees to protect his interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not impaired. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is

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Not economically feasible or Lender's security would be impaired, the Miscellaneous Proceeds shall be applied to the sum secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sum secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sum secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sum secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Provisions shall be applied to the sum secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) fails to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums named by this Security Instrument, whether or not due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, minimize as provided in Section 19, by ceasing the action or proceeding to be discontinued with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Performance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successor in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successor in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payment from third persons, entities or Successors in Interest of Borrower or in amounts less than the amounts then due, shall not be a waiver of or preclude the exercise of any right or remedy.

12. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected, or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sum already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security instrument must be in writing. Any notice to Borrower in connection with this Security instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security instrument or the Note which can be given effect without the conflicting provision.

As used in this Security instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" give sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written

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 option, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may take any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to ensure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of nonpayment under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal.

PENNSYLVANIA-Single Family-Pooled Mac/Variable Note UNIFORM INSTRUMENT

EDITION: 7/04  
 EDITION: 7/04/2003

(Page 16 of 18 pages)

Form 2009 1/01

110545455-5

16645455

action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (A) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (B) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (C) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument; foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after nonacceleration and the right to resort to the foreclosure proceeding if the non-existence of a default or any other defense of Borrower is acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorney's fees and costs of title evidence to the extent permitted by Applicable Law.

23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any reasonable costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

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

25. Reinstatement Period. Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

21-68484-6  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security  
Instrument and in any Rider executed by Borrower and recorded with it.

- INVESTIGATE & ENFORCE IN PLEA - Date -

523.03

PENNSYLVANIA Single Party Family Non-Fiction Non-UNIFORM TUTTLETON  
DOCKET#131  
RECEIVED, 10/12/2018 Page 12 of 18 pages

1194409-2

Move Below This Line For Acknowledgment

19442

Commonwealth of Pennsylvania, County of Clarke

On this the 23<sup>rd</sup> day of May 1963, before me, Carl A. Leder,  
the undersigned officer, personally appeared

Kevin M. HARVEY

known to me (or satisfactorily proven) to be the person(s) whose name is subscribed to the within instrument and acknowledged that He executed the same for the purposes therein contained.

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

**Title of Officer**

**STATE OF PENNSYLVANIA  
ONE A. LEON HARRIS, P.D. #100  
CITY OF PITTSBURGH, CLAIRFIELD COUNTY  
MY COMMISSION EXPIRES MARCH 31, 2007.**

**CERTIFICATE OF RESIDENCE 1.**  
do hereby certify that the correct address of the within-named holder is 6706 CARMONA AVENUE 10TH FL  
(MAILROOM) WOODLAND HILLS, CA 91367  
witness my hand this 23rd day of May, 2003

---

**Agent of Love**

PENNSYLVANIA—Single Family—Family Max/Prohibit Max **URGENT INFORMATION**  
RECEIVED  
SUSCEPABLE TO 10/10/2008  
**Page 13 of 13 pages**

卷之三

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100130  
NO: 05-43-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC.  
VS.  
DEFENDANT: KEVIN M. HARLE

**SHERIFF RETURN**

NOW, January 24, 2005 AT 2:34 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KEVIN M. HARLE DEFENDANT AT 538 TREASURE LAKE aka Sec. 1 Lot 30, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JAMIE HARLE, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

**FILED**

*FEB 10 2005*

*01/23/05*

William A. Shaw  
Prothonotary/Clerk of Courts

| PURPOSE         | VENDOR | CHECK # | AMOUNT |
|-----------------|--------|---------|--------|
| SURCHARGE       | MCCABE | 53457   | 10.00  |
| SHERIFF HAWKINS | MCCABE | 53457   | 33.39  |

Sworn to Before Me This

So Answers,

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

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

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

Mortgage Electronic Registration Systems,  
Inc.

v.

Kevin M. Harle

Clearfield County  
Court of Common Pleas

Number 05-43-CD

E  
FILED Atty Ad. 2000  
14/00/05 2000  
MAR 02 2005 Notice  
William A. Shaw 1 CC to  
Prothonotary/Clerk of Courts Def.  
Statement to Atty

**ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT**

TO THE PROTHONOTARY:

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

|                                       |                     |
|---------------------------------------|---------------------|
| Principal                             | \$ 60,861.50        |
| Interest from 01/11/2005 - 02/28/2005 | \$ 718.56           |
| <hr/>                                 |                     |
| <b>TOTAL</b>                          | <b>\$ 61,580.06</b> |

*Terrence J. McCabe*

TERRENCE J. McCABE, ESQUIRE

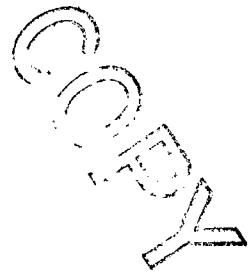
AND NOW, this 2<sup>nd</sup> day of March, 2005, Judgment is entered in favor of Plaintiff, Mortgage Electronic Registration Systems, Inc., and against Defendant, Kevin M. Harle, and damages are assessed in the amount of \$ 61,580.06, plus interest and costs.

BY THE PROTHONOTARY:

*William A. Shaw*

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

William A. Shaw  
Prothonotary



To: Kevin M. Harle  
538 Treasure Lake  
Du Bois, PA 15801

Mortgage Electronic Registration Systems,  
Inc.

Clearfield County  
Court of Common Pleas

v.

Kevin M. Harle

Number 05-43-CD

**NOTICE**

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

3/2/05

William A. Shaw  
Prothonotary

Judgment by Default  
 Money Judgment  
 Judgment in Replevin  
 Judgment for Possession

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

**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**

Mortgage Electronic Registration Systems,  
Inc.

Clearfield County  
Court of Common Pleas

v.

Kevin M. Harle

Number 05-43-CD

**AFFIDAVIT OF NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF PHILADELPHIA

The undersigned, being duly sworn according to law, deposes and says that the Defendant is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended; and that the Defendant, Kevin M. Harle, is over eighteen (18) years of age and resides at 538 Treasure Lake, Du Bois, PA 15801.

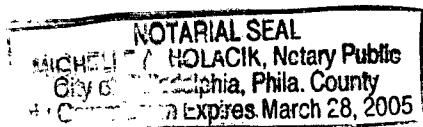
SWORN TO AND SUBSCRIBED

BEFORE ME THIS 28<sup>th</sup> DAY

OF FEBRUARY, 2005.

*Kevin M. Harle*  
Notary Public

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



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

**Attorney for Plaintiff**

Mortgage Electronic Registration Systems,  
Inc.

Clearfield County  
Court of Common Pleas

v.

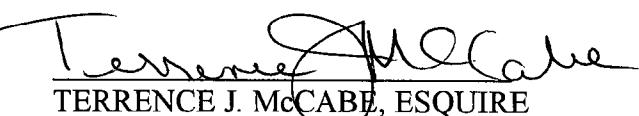
Kevin M. Harle

Number 05-43-CD

**CERTIFICATION**

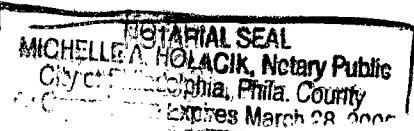
Terrence J. McCabe, attorney for Plaintiff, being duly sworn according to law, deposes and says that he deposited in the United States Mail a letter notifying the Defendant that judgment would be entered against him/her within ten (10) days from the date of said letter in accordance with Rule 237.5 of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

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 28<sup>TH</sup> DAY  
OF FEBRUARY, 2005.

  
TERRENCE J. McCABE, ESQUIRE

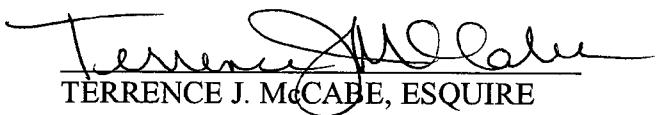
Attorney for Plaintiff

  
NOTARY PUBLIC



**VERIFICATION**

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

  
TERRENCE J. McCABE, ESQUIRE

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

William A. Shaw  
Prothonotary

February 15, 2005

To: Kevin M. Harle  
538 Treasure Lake  
Du Bois, PA 15801

Mortgage Electronic Registration Systems,  
Inc.

Clearfield County  
Court of Common Pleas

vs.

Kevin M. Harle

Number 05-43-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

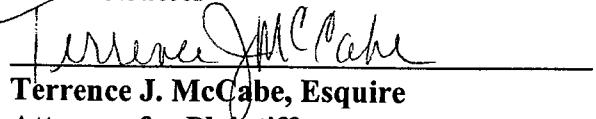
**NOTIFICACION IMPORTANTE**

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

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

Mortgage Electronic Registration Systems, Inc.  
Plaintiff(s)

No.: 2005-00043-CD

Real Debt: \$61,580.06

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

Kevin M. Harle  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 2, 2005

Expires: March 2, 2010

Certified from the record this 2nd day of March, 2005.

---

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

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

**Attorney for Plaintiff**

Mortgage Electronic Registration Systems,  
Inc.  
  
Plaintiff  
  
v.  
  
Kevin M. Harle  
  
Defendant

**COURT OF COMMON PLEAS**  
  
**Clearfield COUNTY**  
  
**Number 05-43-CD**

**FILED**  
m16:5761 NO  
JUL 01 2005

William A. Shaw  
Prothonotary/Clerk of Courts

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify  
that on the 23<sup>rd</sup> day of June, 2005, 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 23<sup>rd</sup> DAY  
OF June, 2005.



**Chrissandra Shaye Hamilton**  
NOTARY PUBLIC

**COMMONWEALTH OF PENNSYLVANIA**  
**NOTARIAL SEAL**  
Chrissandra Shaye Hamilton, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires January 4, 2009

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

**Attorney for Plaintiff**

Mortgage Electronic Registration Systems,  
Inc.

Plaintiff

v.

Kevin M. Harle

Defendant

COURT OF COMMON PLEAS

Clearfield COUNTY

Number 05-43-CD

# Exhibit A

## 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: Section 1 Lot 30 a/k/a 538 Treasure Lake, Du Bois, PA 15801, a copy of the description of said property is attached hereto and marked as Exhibit "A."

1. Name and address of Owner or Reputed Owner:

| Name           | Address                                |
|----------------|--|
| Kevin M. Harle | 538 Treasure Lake<br>Du Bois, PA 15801 |

2. Name and address of Defendant in the judgment:

| Name           | Address                                |
|----------------|--|
| Kevin M. Harle | 538 Treasure Lake<br>Du Bois, PA 15801 |

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.

|                |  |
|----------------|--|
| Joseph S. Daum | 1133 Brackenridge Avenue<br>Brackenridge, PA 15014 |
|----------------|--|

## Exhibit A

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

| Name | Address |
|------|---------|
|------|---------|

None.

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

| Name | Address |
|------|---------|
|------|---------|

|  |                                      |
|--|--------------------------------------|
| Treasure Lake Property Owners<br>Association, Inc. | 13 Treasure Lake<br>Dubois, PA 15801 |
|--|--------------------------------------|

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

| Name | Address |
|------|---------|
|------|---------|

|         |  |
|---------|--|
| Tenants | Section 1 Lot 30<br>a/k/a 538 Treasure Lake<br>Du Bois, PA 15801 |
|---------|--|

|  |   |
|--|---|
| Rick Redden - Director<br>Clearfield County Domestic Relations<br>Office             | Clearfield County Courthouse 230<br>East Market Street<br>Clearfield, PA 16830                                  |
| Commonwealth of Pennsylvania   | Department of Public Welfare<br>P.O. Box 2675<br>Harrisburg, PA 17105   |
| Commonwealth of Pennsylvania<br>Inheritance Tax Office                               | 1400 Spring Garden Street<br>Philadelphia, PA 19130   |
| Commonwealth of Pennsylvania<br>Bureau of Individual Tax<br>Inheritance Tax Division | 6th Floor, Strawberry Square<br>Department #280601<br>Harrisburg, PA 17128                                      |
| Department of Public Welfare<br>TPL Casualty Unit Estate<br>Recovery Program         | Willow Oak Building<br>P.O. Box 8486<br>Harrisburg, PA 17105-8486   |
| Internal Revenue Service   | Technical Support Group,<br>William Green Federal Bldg.<br>Room 3259, 600 Arch Street<br>Philadelphia, PA 19106 |
| Treasure Lake Homes, Inc.  | 24 Treasure Lake<br>Dubois, PA 15801  |
| Treasure Lake Construction, LLC  | 1280 Treasure Lake<br>Dubois, PA 15801  |
| Treasure Lake Real Estate, Inc.  | Treasure Lake Road 4<br>P.O. Box 687<br>Dubois, PA 15222  |
| Treasure Lake Resale Services  | 90 Beaver Drive<br>Dubois, PA 15801   |

## Exhibit A

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

June 23, 2005

DATE

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

**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**

Mortgage Electronic Registration Systems,  
Inc.

Plaintiff

v.

Kevin M. Harle

Defendant

**COURT OF COMMON PLEAS**

**Clearfield COUNTY**

**Number 05-43-CD**

# **Exhibit B**

DATE: June 23, 2005

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

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

OWNERS: Kevin M. Harle

PROPERTY: Section 1 Lot 30 a/k/a 538 Treasure Lake, Du Bois, PA 15801

IMPROVEMENTS: Residential Dwelling

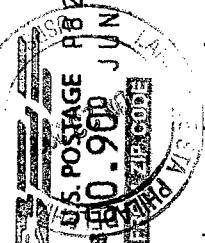
The above-captioned property is scheduled to be sold at the Sheriff's Sale on August 5, 2005 at 10:00 a.m. in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold a mortgage or judgments and liens on, and/or 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, P.C.  
 123 S. Broad St., Suite 2080  
 Philadelphia, PA 19109  
**ATTN: Samantha Young**

Check type of mail or service:  
 Certified  
 COD  
 Delivery Confirmation  
 Express Mail  
 Insured  
 Recorded Delivery (International)  
 Registered  
 Return Receipt for Merchandise  
 Signature Confirmation

| Line | Article Number | Address/Name, Street and PO Address                      | Postage  |
|------|----------------|--|--|
| 1    | Chase v. Harle | Kevin M. Harle<br>538 Treasure Lake<br>Du Bois, PA 15801 | 1494 55. POSTAGE 18 2232577<br>7001 960. 900 JUN 23 05<br>5630 19109 |
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# Exhibit B

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Postmaster, Per (Name of receiving  
employee)

Total Number of Pieces  
Received at Post Office  
1

The full indemnification of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of noninsurable documents under Domestic Mail Manual (DM) is \$100.00. The maximum indemnity payable for the reconstruction of damaged documents is a single article \$100.00, but not to exceed \$15.00 per article. The maximum indemnity payable for damaged documents on Express Mail is \$100.00, but not to exceed \$15.00 per article. The maximum indemnity payable is \$25,000 for registered mail. See Domestic Mail Manual (DM), SP01 and SP02 for illustrations of coverage on mail and COD parcels. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.

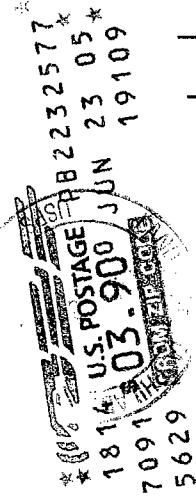
Complete by Typewriter, Ink, or Ball Point Pen

PS Form 3877, February, 2005

Name and Address of Sender  
 McCabe, Weisberg and Conway, P.C.  
 123 S. Broad St., Suite 2080  
 Philadelphia, PA 19109  
**ATTN: Samantha Young**

| Line | Article Number | Addressee Name, Street and PO Address  | Postage | Affix Stamp Here<br>(if issued as a<br>certified<br>or for<br>copies<br>Postage<br>Date of<br>Fee |           |    |
|------|----------------|--|---------|---|-----------|----|
|      |                |  |         | RD  | RR<br>Fee | RD |
| 1    | Chase v. Harle | Joseph S. Daum<br>1133 Brackenridge Avenue<br>Brackenridge, PA 15614   |         |   |           |    |
| 2    |                | Treasure Lake Property Owners<br>Association, Inc.<br>13 Treasure Lake<br>Dubois, PA 15801   |         |   |           |    |
| 3    |                | Tenants<br>Section 1 Lot 30<br>aka 538 Treasure Lake<br>Du Bois, PA 15801  |         |   |           |    |
| 4    |                | Rick Redden - Director<br>Clearfield County<br>Domestic Relations Office<br>Clearfield County Courthouse<br>230 East Market Street<br>Clearfield, PA 16830         |         |   |           |    |
| 5    |                | Commonwealth of Pennsylvania<br>Department of Public Welfare<br>P.O. Box 2675<br>Harrisburg, PA 17105  |         |   |           |    |
| 6    |                | Commonwealth of Pennsylvania<br>Inheritance Tax Office<br>1400 Spring Garden Street<br>Philadelphia, PA 19130  |         |   |           |    |
| 7    |                | Commonwealth of Pennsylvania<br>Bureau of Individual Tax<br>Inheritance Tax Division<br>6th Floor, Strawberry Square<br>Department #280601<br>Harrisburg, PA 17128 |         |   |           |    |
| 8    |                | Department of Public Welfare<br>TPL Casualty Unit<br>Estate Recovery Program<br>Willow Oak Building<br>P.O. Box 8486<br>Harrisburg, PA 17105-8486                  |         |   |           |    |
| 9    |                | Internal Revenue Service<br>Technical Support Group<br>William Green, Federal Bldg.<br>Room 3259, 600 Arch Street<br>Philadelphia, PA 19106                        |         |   |           |    |

**Exhibit B**



|    |   |  |
|----|---|--|
| 10 | Treasure Lake Homes, Inc.<br>24 Treasure Lake<br>Dubois, PA 15801                           |  |
| 11 | Treasure Lake Construction, LLC<br>1280 Treasure Lake<br>Dubois, PA 15801                   |  |
| 12 | Treasure Lake Real Estate, Inc.<br>Treasure Lake Road 4<br>P.O. Box 687<br>Dubois, PA 15222 |  |
| 13 | Treasure Lake Resale Services<br>90 Beaver Drive<br>Dubois, PA 15801                        |  |
| 14 |   |  |
| 15 |   |  |

Total Number of Pieces  
Listed by Sender  
Postmaster, Per *(Name of receiving  
employee)*

13

Total Number of Pieces  
Received at Post Office

PS Form 3877, February, 2005

Complete by Typewriter, Ink, or Ball Point Pen

The full indemnification of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of noninscribable documents under  
Domestic Mail Manual Section 501.10 is \$100.00. The maximum indemnity payable on International Registered Mail is \$500.00. The maximum indemnity payable on Express Mail is \$100.00. The maximum indemnity payable on Express Mail International is \$25,000.00 for Registered mail. See *Domestic Mail Manual* Section 501.11 and *SG21* for limitations of coverage on International Mail. See *International Mail Manual* for limitations of coverage on International mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.

# Exhibit B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20150  
NO: 05-43-CD

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
vs.  
DEFENDANT: KEVIN M. HARLE

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 04/22/2005

LEVY TAKEN 06/27/2005 @ 2:45 PM

POSTED 06/27/2005 @ 2:45 PM

SALE HELD 08/05/2005

SOLD TO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 09/23/2005

DATE DEED FILED 09/23/2005

PROPERTY ADDRESS 538 TREASURE LAKE A/K/A SECT. 1, LOT 30 "BARBADOS" DUBOIS , PA 15801

**SERVICES**

06/27/2005 @ 2:55 PM SERVED KEVIN M. HARLE

SERVED KEVIN M. HARLE, DEFENDANT, AT HIS RESIDENCE 538 TREASURE LAKE A/K/A SECT. 1, LOT 30 "BARBADOS", DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JAIME HARLE, WIFE/AAR

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

FILED  
01/22/2005  
SEP 23 2005  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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NO: 05-43-CD

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vs.  
DEFENDANT: KEVIN M. HARLE

Execution REAL ESTATE

**SHERIFF RETURN**

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SHERIFF HAWKINS \$216.22

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

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

*Chester Hawkins*  
by Courtney Beller Aughenday  
Chester A. Hawkins  
Sheriff

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

Mortgage Electronic Registration Systems, Inc.

Vs.

NO.: 2005-00043-CD

Kevin M. Harle

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., Plaintiff(s) from KEVIN M. HARLE, 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: \$61,580.06

PAID: \$125.00

INTEREST from 2/29/05

SHERIFF: \$

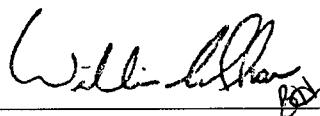
to \_\_\_\_\_ at a per diem of \$10.12

OTHER COSTS: \$

PROTH. COSTS: \$

ATTY'S COMM: \$

DATE: 04/22/2005



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

Received this writ this 22nd day

Requesting Party: Terrence J. McCabe, Esq.

of April A.D. 2005  
At 3:00 A.M./P.M.

123 S. Broad St., Ste. 2080  
Philadelphia, PA 19109  
(215) 790-1010

Chester A. Hawkins  
Sheriff By Cynthia Butler - Deputy Sheriff

## LEGAL DESCRIPTION

ALL THAT CERTAIN tract of land designated as Lot No. 30, Section No. 1, "Barbados" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in Misc. Docket Map File No. 25. Excepting and reserving therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments or record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, Page 476; all of the said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

**Being Parcel No.** 128-C02-001-00030-00-21

**Being Known As:** Section 1 Lot 30 a/k/a 538 Treasure Lake, Du Bois, PA 15801

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME KEVIN M. HARLE

NO. 05-43-CD

NOW, September 23, 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 August 05, 2005, I exposed the within described real estate of Kevin M. Harle to public venue or outcry at which time and place I sold the same to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

|                            |                 |
|----------------------------|-----------------|
| RDR                        | 15.00           |
| SERVICE                    | 15.00           |
| MILEAGE                    | 15.39           |
| LEVY                       | 15.00           |
| MILEAGE                    | 15.39           |
| POSTING                    | 15.00           |
| CSDS                       | 10.00           |
| COMMISSION                 | 0.00            |
| POSTAGE                    | 4.44            |
| HANDBILLS                  | 15.00           |
| DISTRIBUTION               | 25.00           |
| ADVERTISING                | 15.00           |
| ADD'L SERVICE              |                 |
| DEED                       | 30.00           |
| ADD'L POSTING              |                 |
| ADD'L MILEAGE              |                 |
| ADD'L LEVY                 |                 |
| BID AMOUNT                 | 1.00            |
| RETURNS/DEPUTIZE           |                 |
| COPIES                     | 15.00           |
|                            | 5.00            |
| BILLING/PHONE/FAX          | 5.00            |
| CONTINUED SALES            |                 |
| MISCELLANEOUS              |                 |
| <b>TOTAL SHERIFF COSTS</b> | <b>\$216.22</b> |

**DEED COSTS:**

|                         |                |
|-------------------------|----------------|
| ACKNOWLEDGEMENT         | 5.00           |
| REGISTER & RECORDER     | 28.50          |
| TRANSFER TAX 2%         | 0.00           |
| <b>TOTAL DEED COSTS</b> | <b>\$28.50</b> |

**PLAINTIFF COSTS, DEBT AND INTEREST:**

|                                |                    |
|--------------------------------|--------------------|
| DEBT-AMOUNT DUE                | 61,580.06          |
| INTEREST @ 10.1200 %           | 1,598.96           |
| FROM 02/28/2005 TO 08/05/2005  |                    |
| PROTH SATISFACTION             |                    |
| LATE CHARGES AND FEES          |                    |
| COST OF SUIT-TO BE ADDED       |                    |
| FORECLOSURE FEES               |                    |
| ATTORNEY COMMISSION            |                    |
| REFUND OF ADVANCE              |                    |
| REFUND OF SURCHARGE            | 20.00              |
| SATISFACTION FEE               |                    |
| ESCROW DEFICIENCY              |                    |
| PROPERTY INSPECTIONS           |                    |
| INTEREST                       |                    |
| MISCELLANEOUS                  |                    |
| <b>TOTAL DEBT AND INTEREST</b> | <b>\$63,199.02</b> |
| <b>COSTS:</b>                  |                    |
| ADVERTISING                    | 291.06             |
| TAXES - COLLECTOR              |                    |
| TAXES - TAX CLAIM              |                    |
| DUE                            |                    |
| LIEN SEARCH                    | 100.00             |
| ACKNOWLEDGEMENT                | 5.00               |
| DEED COSTS                     | 28.50              |
| SHERIFF COSTS                  | 216.22             |
| LEGAL JOURNAL COSTS            | 162.00             |
| PROTHONOTARY                   | 125.00             |
| MORTGAGE SEARCH                | 40.00              |
| MUNICIPAL LIEN                 |                    |
| <b>TOTAL COSTS</b>             | <b>\$967.78</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