

05-508-CD

Fam. Mobile Home v. Elizabeth Clark et al.
2005-508-CD

FAMILY MOBILE HOMES, INC.,
Plaintiff

v.

ELIZABETH A. CLARK, now known as
ELIZABETH A. MANAHAN and
BRANDON M. MANAHAN,
Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 05-508-CD

ACTION IN MORTGAGE FORECLOSURE

COMPLAINT

REA, REA & LASHINSKY
Larry D. Lashinsky, Esquire
Attorney for Plaintiff

415 Wayne Street
P.O. Box 487
Hollidaysburg, PA 16648
(814) 695-5687

Pa. I.D. #36741

REA, REA & LASHINSKY
ATTORNEYS AT LAW
HOLLIDAYSBURG, PA

MAY 25, 2005 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

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APR 11 2005
William A. Shaw
Prothonotary/Clerk of Courts

FAMILY MOBILE HOMES, INC.,
Plaintiff

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

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ELIZABETH A. CLARK, now known as
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Defendants

ACTION IN MORTGAGE FORECLOSURE

NOTICE TO DEFEND

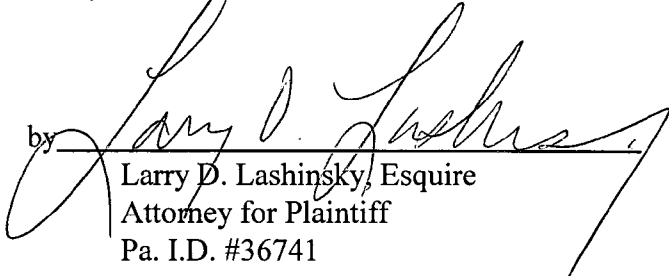
You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholick, Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

REA, REA & LASHINSKY

by


Larry D. Lashinsky, Esquire
Attorney for Plaintiff
Pa. I.D. #36741

FAMILY MOBILE HOMES, INC.,
Plaintiff

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

v.

NO. _____

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ACTION IN MORTGAGE FORECLOSURE

COMPLAINT

AND NOW, comes the Plaintiff, Family Mobile Homes, Inc., by and through its counsel, Rea, Rea & Lashinsky, and files this Action in Mortgage Foreclosure against the Defendants, Elizabeth A. Clark, now known as Elizabeth A. Manahan, and Brandon M. Manahan, the following being a more specific statement:

1.

The Plaintiff is Family Mobile Homes, Inc., a Pennsylvania corporation, with its offices located at 1683 E. Pleasant Valley Boulevard, Altoona, PA 16602.

2.

The Defendant, Elizabeth A. Clark, now known as Elizabeth A. Manahan, is an adult individual with a last known address at 61A Fernwood Road, Ginter, PA 16651. The Defendant, Brandon M. Manahan, is an adult individual with a last known address at 644 Horseshoe Curve Road, Osceola Mills, PA 16666. The Plaintiff avers that if the said Defendants do not reside at the aforesaid addresses, it does not have any other information, knowledge, or belief concerning the present whereabouts of the Defendants.

3.

On November 18, 1997, Elizabeth A. Clark and Brandon M. Manahan, Mortgagors, made, executed, and delivered to the Plaintiff a Mortgage upon premises hereinafter described, which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, Record Book Volume 1891 at page 592. A copy of the Mortgage is attached hereto, labeled Exhibit A, and incorporated herein by reference.

4.

The Mortgage secures a Contract and Security Agreement made, executed, and delivered to the Plaintiff on November 18, 1997. The Contract and Security Agreement is incorporated herein by reference and made a part hereof, a copy of which is attached hereto and labeled as Exhibit B.

5.

There has been no assignment of this Mortgage from the day of its execution to the present.

6.

The Defendants are not in the military service of the United States of America or any of its allies.

7.

The premises subject to the said Mortgage is described as follows:

ALL that certain piece or parcel of land situate In the Township of Gulich, County of Clearfield and State of Pennsylvania, which was purported to be owned and assessed in the name of Fannie Holobinko as H & L and which was sold by the Treasurer of Clearfield County by public venue and outcry on August 7, 1961.

BEING the same premises conveyed to Elizabeth A. Clark and Brandon M. Manahan by Deed of Carolyn Coudriet dated November 18, 1997 and recorded December 4, 1997 in Clearfield County Deed Book Volume 1891 at page 588.

SUBJECT HOWEVER, to all restrictions, exceptions, reservations, easements, and conditions as contained in prior deeds of conveyance.

8.

Said Mortgage is in default because Elizabeth A. Clark, now known as Elizabeth A. Manahan, and Brandon M. Manahan, Mortgagors, have not paid the monthly payments when due, contrary to the provisions contained in said Mortgage, whereby the entire principal debt has become due payable, and recoverable, together with all interest thereon and costs of suit, as recited in said Mortgage.

9.

Plaintiff has complied with all requirements of Act No. VI of 1974 of the General Assembly of the Commonwealth of Pennsylvania. The Plaintiff has further complied with all requirements of the Pennsylvania Homeowners Emergency Mortgage Assistance Act of 1983, being more generally referred to as Act 91.

10.

Pursuant to the terms of the Mortgage, hereinbefore incorporated by reference and attached as Exhibit A, the Plaintiff is entitled to reasonable attorney's fees as a result of the default of said Mortgage.

11.

The attorney's fees are in the amount of Two Thousand Dollars and No Cents (\$2,000.00) and are fair and reasonable.

12.

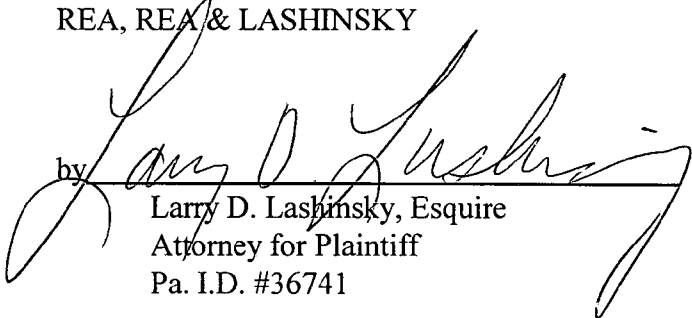
The amount due on the said Mortgage is as follows:

A. Principal amount due	\$ 7,993.54
B. Attorney's commission	\$ 2,000.00
C. Interest through 02/03/05	\$ 150.74
D. Interest from 02/04/05 forward (to be added)	\$
E. Costs of suit (to be added)	\$ _____
TOTAL	\$10,144.28 Plus interest at the contract rate from 02/04/05 forward and costs of suit.

WHEREFORE, Plaintiff, Family Mobile Homes, Inc., demands judgment against the Defendants, Elizabeth A. Clark, now known as Elizabeth A. Manahan, and Brandon M. Manahan, in the sum of Ten Thousand One Hundred Forty-Four Dollars and Twenty-Eight Cents (\$10,144.28) together with costs of suit, interest at the contract rate from 02/04/05 forward, and for the foreclosure and sale of the mortgaged premises.

REA, REA & LASHINSKY

by


Larry D. Lashinsky, Esquire
Attorney for Plaintiff
Pa. I.D. #36741

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REAL ESTATE MORTGAGE

THIS MORTGAGE, made and entered into this 18th day of November 1997, by and between the undersigned, Elizabeth A. Clark and Brandon M. Mathison, herein called "Mortgagor", and FAMILY MOBILE HOMES, INC., a Pennsylvania Association having an office and place of business at 1693 E. Pleasant Valley Blvd., Altoona, Pennsylvania 16802, herein called "Mortgagee".

WITNESSETH, that to secure payment by Mortgagor of a Promissory Note of even date herewith, in the total amount of Thirty-One Thousand Nine Hundred Seventy-six and 64/100 Dollars (\$31,976.64), principal sum of Nineteen Thousand Eight Hundred Eighteen and 00/100 Dollars (\$19,818.00), bearing interest at an annual rate of 13.00% payable in 96 consecutive monthly installments of Three Hundred Thirty-Three and 09/100 Dollars (\$333.09) each (and/or any renewal, refinancing or extension thereof, or other Promissory Note or other agreement to pay which may be substituted therefor, any or all of which are hereinafter referred to as "Promissory Note") and all other obligations of Mortgagor under the terms and provisions of this Mortgage, and obligations which Mortgagee may hereafter, from time to time become obligated to Mortgagee for payment of, or for additional sums of money advanced by Mortgagee, and it is intended that all of said future advances, debts, or obligations, with interest thereon, will be secured hereby in addition to the advances, debts and obligations presently owing by Mortgagor, Mortgagee does by these presents sell, grant and convey to Mortgagee, ALL that real estate situated in the County of Clearfield (City, Borough, Township) of Township of Gulich Ward _____ known and numbered as 61A Fernwood Road Street Address Gunter, PA 16651 Pennsylvania, and described in Deed recorded in the Recorder's Office of said County at Deed Book Volume _____ Page _____, and more particularly described as:

"See Attached Exhibit A"

TOGETHER with all the buildings and improvements thereon and additions thereto, including all alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or appurtenant, herein called the Mortgaged Premises

TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever.

THIS MORTGAGE IS MADE subject to the following conditions, and Mortgagor agrees:

1. Mortgagor will make all payments on the due date thereof and perform all other obligations as required or provided herein and in said Promissory Note. Mortgagee, at its option, may defer the payment date of all wholly unpaid installments one or more full months and charge a deferment charge therefor which shall be equal to the interest charge applicable to the month or months in which any installment is not required by reason of a deferment.
2. Mortgagor will pay when due all taxes and assessments levied or assessed against said premises or any part thereof, and will deliver receipts therefor to the Mortgagee upon request.
3. Mortgagor will keep the improvements on said property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall require, with loss if any payable to Mortgagee as its interest may appear.
4. Mortgagor will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
5. In the event that Mortgagor defaults in the making of any payment due and payable under said Combined Promissory Note and Federal Disclosure Statement, or in the keeping and performance by Mortgagor of any of the conditions or covenants of this Mortgage or said Combined Promissory Note and Federal Disclosure Statement, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgement and execution to recover the balance due on said Promissory Note and any other sums that may be due thereunder including reasonable attorney fees, costs of suit, and costs of sale together with interest after judgement at the applicable rate until the full amount due Mortgagee is paid. In the event Mortgagor fails to maintain insurance against fire and such other hazards as Mortgagee requires, Mortgagor authorizes Mortgagee at its option to obtain such insurance and bill Mortgagor for all costs thereof, which such costs Mortgagor agrees to pay, or to add such costs to the then remaining paid principal balance of Mortgagor's Promissory Note and charge interest thereon at the rate of interest contained in such Note.
6. Mortgagor agrees that this mortgage is security for the payment of the aforesaid obligations and all other direct or contingent liabilities of the Mortgagor hereof due or to become due whether now existing or hereafter contracted.
7. If all or part of the sums secured by this Mortgage are lent to the Mortgagor to acquire title to the property this Mortgage is hereby declared to be a Purchase Money Mortgage.
8. Mortgagor hereby waives and releases all benefits and relief from any and all appraisal, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagor, or limiting the balance due under said Promissory Note to a sum not in excess of the amount actually paid by the purchaser of the Mortgaged Premises at a sale thereof in any judicial proceedings upon said Promissory Note or upon this Mortgage, or exempting the Mortgaged Premises or any other premises or property, real or personal, or any part of the proceeds of sale thereof from attachment, levy or sale under execution, or providing for any stay of execution or other process. Mortgagor hereby releases to Mortgagee all rights and expectancy of dower, courtesy, or similar statutory rights.
9. The property, as described herein, has situate thereon a mobile home which the Mortgagee do intend to permanently affix to said property.

EXHIBIT A

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BUT PROVIDED ALWAYS, that if Mortgagor does pay or cause this Mortgage and the debt or debts hereby secured to be paid in full, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Payment of this Mortgage is subject to the terms and conditions of said Promissory Note of even date between Mortgagor and Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has signed this Mortgage, with seal(s) affixed, on the date first above shown.

Signed, Sealed and Delivered in the Presence of:

Gwen Walls

Elizabeth A. Clark (SEAL)
Elizabeth A. Clark

Brandon M. Monahan (SEAL)
Brandon M. Monahan

(SEAL)

(SEAL)

I certify the precise residence of the Mortgagee to be 1683 E. PLEASANT VALLEY BLVD., ALTOONA, PENNSYLVANIA 16802.

Melody J. Endress

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Blair

ss:

On this _____ day of _____, 19____, before me Melody J. Endress, the undersigned officer, personally appeared Elizabeth A. Clark and Brandon M. Monahan known to me (or satisfactorily proven) to be the person is whose name are subscribed to the within instrument and acknowledged that they as Mortgagor have executed the same for the purposes herein contained.

In Witness Whereof, I Hereunto set my hand and official seal,
My commission expires:

Notarial Seal
Melody J. Endress, Notary Public
Logan Twp., Blair County
My Commission Expires April 6, 1998

Melody J. Endress
Title of Officer

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



Karen L. Starck
Karen L. Starck
Recorder of Deeds

COMMONWEALTH
OF PENNSYLVANIA

COUNTY OF

RECORDED on this _____ day

of _____, A.D. 19____, in _____

the Recorder's Office of said County, in Mort-

gage Book, Vol. _____, Page _____

Given under my hand and seal of the said
office, the day and year abovesaid.

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 10:41am 12-9-97
BY James [unclear]
FEES 0.13.00
Karen L. Starck, Recorder

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE

FROM

TO

FAMILY MOBILE
HOMES, INC.

MAIL TO

FAMILY MOBILE
HOMES, INC.

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Exhibit "A"

ALL that certain piece or parcel of land situate in the Township of Gulich, County of Clearfield and State of Pennsylvania, which was purported to be owned and assessed in the name of Fannie Holobinko as H & L and which was sold by the Treasurer of Clearfield County by public venue and outcry on August 7, 1961.

BEING the same premises conveyed to Grantor herein by Deed of Mike Refalsky, et ux., dated February 11, 1966, and recorded at Clearfield County Deed Book Volume 537, Page 44.

SUBJECT HOWEVER, to all restrictions, exceptions, reservations, easements, and conditions as contained in prior deeds of conveyance.

This is a transfer from Carolyn Coudriet to Elizabeth Clark, her daughter. Accordingly, a portion of this transfer is exempt from Realty Transfer Tax pursuant to 72 P.S. §8102-C.3

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT		Seller FAMILY MOBILE HOMES INC	Buyer Elizabeth A. Clark and Brandon M. Menden
No. _____		Address 1683 A PLEASANT VALLEY BLVD	Address 61A Remwood Road
Date <u>December 19, 1997</u>		ALTOONA, PA 16822	Gilbert, PA 16651
		"We" and "us" mean the Seller above, its successors and assigns.	"You" and "your" mean each Buyer above and guarantor, jointly and individually.

SALE: You agree to purchase from us, subject to the terms and conditions of this Contract and Security Agreement, the Vehicle in its present condition described below.

Year	Make	Model	Manufacturer's Serial Number	License No./Year
1984	Holzer		1HFA1271	

OTHER DESCRIPTION: Size: 66' x 14'
Vinyl Siding
Oil Tank
1 Sit down shower installed
(1) 4' x 8' Deck

SECURITY: You give us a security interest in the Vehicle described above. The Vehicle shall be complete with all accessories, attachments, accessories, equipment, and proceeds of the Vehicle. The delivery and acceptance of the Vehicle is acknowledged by you. Our security interest will not extend to consumer goods that are not installed in or affixed to the Vehicle more than 10 days after we enter into this Contract with you.

You are also giving a security in the real estate covered by mortgage that is dated 11-18-97

PROMISE TO PAY AND PAYMENT TERMS: You promise to pay us the principal amount of \$19,818.00, plus finance charges accruing at the rate of 13.00 % per year until maturity. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES and pay any additional amounts according to the terms and conditions of this Contract. After maturity, or after we have demanded payment of earned but unpaid

amounts, we will, instead, earn interest at 13.00 percent per year.

DOWN PAYMENT: You also agree to pay on or before today's date the down payment of any cash, rebate and net trade-in value described on page 2.

☐ **MINIMUM FINANCE CHARGE:** We may retain a minimum finance charge of \$ _____ if you pay off this Contract before we have earned that much interest.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments.	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of \$0.00
13.00%	\$ 12,158.64	\$ 19,818.00	\$ 31,976.64	\$ 31,976.64
Payment Schedule: Your payment schedule will be				
Number of Payments	Amount of Payments	When Payments Are Due		
96	\$ 333.09	18th of each month beginning January 19 98		
		mid each month thereafter until paid		
<p>Security: You are giving a security interest in the Vehicle being purchased. You are also giving a security in the real estate covered by mortgage that is dated 11-18-97 and located at 61A Remwood Rd., Gilbert, PA, 16651</p> <p><input type="checkbox"/> Late Charge: You will be charged 2% per month on the amount of the payment in arrears by more than 10 days.</p> <p>Assumption: Someone buying your home cannot assume the obligation on the original terms.</p> <p>Prepayment: If you pay off this Contract early, you <input type="checkbox"/> may <input checked="" type="checkbox"/> will not have to pay a penalty. Filing Fee: \$ 27.50</p> <p>Contract Provisions: You can see your Contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.</p>				

If you do not meet your Contract obligations, you may lose your house, the property that you bought with this loan, or household goods and furniture, your motor vehicle, or money in your account with us.

CREDIT INSURANCE: Credit life insurance and credit disability insurance are not required to obtain credit. Credit life insurance and credit disability insurance will not be provided unless you sign and agree to pay the additional cost.

CREDIT LIFE:	For First Buyer _____
	For Second Buyer _____
	For Both Buyers _____
Premium: \$	N/A
CREDIT DISABILITY:	For First Buyer _____
	For Second Buyer _____
	For Both Buyers _____
Premium: \$	N/A
Insurance Company Name and Home Office Address:	
I Want the Credit Insurance Specified Above:	
First Buyer _____	Second Buyer _____

PROPERTY INSURANCE: You are required by us to insure the Vehicle according to this Contract. You shall have the option of furnishing the required insurance either through existing policies of insurance owned or controlled by you or procuring and furnishing the equivalent insurance coverage through any insurance company authorized to transact business in Pennsylvania. Insurance covering risks of: 1) loss or liability related to the Vehicle, 2) the use of the Vehicle, 3) goods or services related to the Vehicle, 4) mechanical breakdowns, or a service contract or warranty is optional and not included unless checked and indicated below.

LIABILITY INSURANCE: Liability insurance coverage for bodily injury and property damage caused to others is not included in this Contract unless checked and indicated below.

If you get the insurance from or through us, you will pay \$1,155.00 for 60 months of coverage.

The Vehicle insurance premium is calculated as follows:

☐ Fire-Theft and Combined Auto Coverage \$ _____

☐ Deductible Comprehensive Cov. \$ _____

☐ Deductible Collision Coverage \$ _____

☐ _____ \$ _____

☐ _____ \$ _____

☐ A charge for an Extended Service Contract is added to this Contract. The Extended Service Contract sold or provided by us is:

Coverage: _____ for Term: _____

MODERN CREDIT PROTECTION POLICY:

Premium \$ _____ for _____ of coverage.

MOTOR VEHICLE (page 1 of 3)

EXHIBIT B

ITEMIZATION OF AMOUNT FINANCED

Vehicle (including accessories, delivery, services, and sales tax of \$ _____)	\$ 18,600.00
Extended Service Contract	\$ N/A
Cash Price	\$ 18,600.00
Cash Down Payment \$ _____	
Manufacturer's Rebate \$ _____	
Description of Trade-In _____	
Trade-In \$ _____	
Less: Amount Owning (paid by Seller)	
Net Trade-In	\$ N/A
Down Payment	\$ N/A
Unpaid Balance of Cash Price (Cash Price less Down Payment)	\$ 18,600.00
Paid to Public Officials - Sales Tax / Tire Tax	\$ 0.00/0.00
Paid to Property Insurance Company / MCPP	\$ 1,155.00/0.00
Paid to Credit Life Insurance Company	\$ N/A
Paid to Credit Disability Insurance Company	\$ N/A
Filing Fee / UCC	\$ 27.50/0.00
To: Notary & Prep / Flood Recert	\$ 35.50/0.00
To: Mortgage (see Itemization) / Improvements	\$ 0.00/0.00
Other Charges (including Amounts Paid to Others on Your Behalf)	\$ 1,218.00
(Less) Prepaid Finance Charges	\$ 0.00
Amount Financed (Unpaid Balance of Cash Price plus Other Charges)	\$ 19,818.00

You agree to the terms on pages 1, 2, and 3 of this Contract.

ADDITIONAL TERMS OF THE CONTRACT
AND SECURITY AGREEMENT

GENERAL TERMS: As used in this document, Contract includes the terms of the Contract and Security Agreement. You have been given an opportunity to purchase the Vehicle and/or services described on page 1 for the cash price or the total sale price. The total sale price is the total price of the Vehicle and/or services if you buy it over time. The total sale price shown in the TRUTH IN LENDING DISCLOSURES is based on the assumption that all payments will be made as scheduled. You agree to buy this property and/or services from us at the actual total sale price according to the terms of this Contract.

You agree this Contract will be governed by the law of the State of Pennsylvania. You agree that we have not made any oral warranties or promises regarding the property. This Contract takes effect when signed by you. If any part of this Contract cannot be enforced, this fact will not affect the remaining terms.

WARRANTY: Vehicle warranty information is supplied to you separately.

PREPAYMENT: You may prepay this Contract in part or in full at any time. Any partial payment will not excuse any later scheduled payments until you pay in full.

OWNERSHIP AND DUTIES TOWARD PROPERTY: By giving us a security interest in the Vehicle, you represent and agree to the following.

- You will defend this property against any claim made by anyone else. You will do whatever is necessary to keep our claim to the Vehicle ahead of the claim of anyone else.
- The security interest you are giving us in this Vehicle comes ahead of the claim of any other of your general or secured creditors. You have signed or immediately will sign any additional documents or provide us with any additional information we may require to keep our claim to the Vehicle ahead of the claim of anyone else. You will not do anything to change our interest in the Vehicle.
- You will keep the Vehicle in your possession in good condition and repair. You will use the Vehicle only for the lawful purposes for which it was intended. Unless otherwise agreed in writing, the Vehicle will be located at your address listed on page 1.
- You will not attempt to sell the Vehicle (unless it is inventory and identified as such) or otherwise transfer any rights in this property to anyone else, without our prior written consent.
- You will pay all taxes and assessments on the Vehicle as they become due.
- You will notify us of any loss or damage to the Vehicle. You will provide us reasonable access to the Vehicle for the purpose of inspection. Our entry and inspection must be accomplished in a lawful manner and without breaching the peace.
- You will endorse the certificate of title to this Vehicle, if any, to show the security interest we have in this Vehicle.

DEFAULT: You will be in default on this Contract if any one or more of the following occurs (except as prohibited by law).
A. You fail to perform any obligation which you have undertaken in this Contract.

B. We, in good faith, believe that the prospect of payment or the prospect of your performance of any other of your obligations under this Contract is impaired.
If you default, you agree to pay court costs we incur to collect this Contract as well as attorneys' fees if we refer this Contract for collection to an attorney.
If an event of default occurs as to any one of you, we may exercise our remedies against any or all of you.

REMEDIES: If you are in default on this Contract, we have all of the remedies provided by law and this Contract.

- We may require you to immediately pay us the remaining unpaid balance of the amount financed, finance charges, less any refund required by law, and all other agreed charges.
 - We may pay taxes, assessments, or other liens or make repairs to the Vehicle if you have not done so. We are not required to do so. Any amount we pay will be added to the amount you owe us, will be immediately due, and will earn interest from the date paid at the highest lawful contract rate permitted by law until paid in full.
 - We may immediately take possession of the Vehicle by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises. We may then sell the Vehicle and apply what we receive as provided by law to our reasonable expenses and then toward your secured obligations.
 - We may be entitled to a deficiency judgment against you if the proceeds of the sale do not pay all of the expenses and what you owe us (except when prohibited by law).
- By choosing any one or more of these remedies, we do not waive our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of the intended sale or disposition of the Vehicle, this notice will be considered reasonable if sent by mail to your last known address, as reflected in our records, at least 10 days before the date of the intended disposition (or such other period of time as is required by law).

REINSTATEMENT: If the Vehicle has been repossessed or taken through legal action, we may reinstate the Contract and return the Vehicle to you. The Contract will be reinstated if you pay all past due installments, accrued default, plus any other amount lawfully due under the Contract. In addition, you agree to pay for the costs of suit if we retake the Vehicle through legal action. If default has existed for more than 15 days at the time of repossession, the expenses for retaking, repairing, and storing the Vehicle as authorized by law must also be paid by you.

NOTICE OF PROPOSED INSURANCE: You take notice that group credit life insurance coverage and/or group credit accident and health insurance coverage will be applicable to this Contract if so marked on page 1. Group credit life insurance coverage and/or group credit accident and health insurance coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person signing the request for such insurance (or each person signing the request for joint credit life insurance). The amount of charge is indicated for each type of credit insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the originally scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to us a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

INSURANCE: You agree to buy insurance on the Vehicle against the risks and for the amounts we require. You will name us as loss payee on any such policy. We may require added security on this Contract if you agree that insurance proceeds may be used to repair or replace the Vehicle. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You will buy the insurance from a firm authorized to do business in Pennsylvania. You will keep the insurance until this Contract is paid in full.

If you fail to obtain or maintain this insurance, we may obtain insurance to protect our interest in the Vehicle. If you fail to name us as loss payee, we may obtain insurance to protect our interest in the Vehicle. We will notify you if we do so. The cost of such insurance will be added to the amount you owe us. The cost will be immediately due. The cost will accrue interest at the highest lawful contract rate, until paid in full.

WAIVER: You give up your rights (to the extent permitted by law) to require us to do certain things. You will not require us to:
(1) demand payment of amounts due; (2) give notice that amounts due have not been paid; (3) give notice that we are making the Contract immediately due.

OBLIGATIONS INDEPENDENT: Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following.

- You must pay this Contract even if someone else has signed it.
- We may release any co-signer or guarantor and you will still be obligated to pay the Contract.
- We may release any security and you will still be obligated to pay the Contract.
- If we give up any of our rights, it will not affect your duty to pay this Contract.
- If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

FTC NOTICES

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IF YOU ARE BUYING A USED VEHICLE, THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

THIRD PARTY AGREEMENT

By signing below you agree to give us a security interest in the Vehicle described on page 1. You also agree to be bound by the terms of this Contract, including the WAIVER section on page 2. EXCEPT that you will not be liable for the payments required. You agree that we may renew, extend, or change this Contract. You also agree that we may release any party from this Contract without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract and Security Agreement.

X _____ Date _____

Name _____

NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO A EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS!

Buyer:

Elizabeth A. Clark 12/19/97
Signature: Elizabeth A. Clark Date

Brandon M. Marahan 12/19/97
Signature: Brandon M. Marahan Date

Buyer:

Signature: _____ Date _____

Signature: _____ Date _____

BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS RETAIL INSTALLMENT CONTRACT

Buyer:

Elizabeth A. Clark 12/19/97
Signature: Elizabeth A. Clark Date

Brandon M. Marahan 12/19/97
Signature: Brandon M. Marahan Date

Buyer:

Signature: _____ Date _____

Signature: _____ Date _____

ASSIGNMENT: This Contract and Security Agreement is assigned to Family Mobile Homes, Inc. 1683 E. Pleasant Valley Blvd., Altoona, PA 16602 (name and address), the Assignee, under the terms of the ASSIGNMENT BY SELLER below.

Seller: FAMILY MOBILE HOMES INC

By: David C. Clark Pres.

ASSIGNMENT BY SELLER

Seller sells and assigns this Retail Installment Contract and Security Agreement on 12-19 19 97 to Family Mobile Homes, Inc. 1683 E. Pleasant Valley Blvd., Altoona, PA 16602 the Assignee, its successors and assigns, all its rights, title and interest in this Contract and Security Agreement, and any guarantee executed in connection with this Contract and Security Agreement.

THIS ASSIGNMENT IS MADE: ☐ UNDER THE TERMS OF A SEPARATE AGREEMENT.
☒ PURSUANT TO THE FOLLOWING TERMS.

Seller gives Assignee full power, either in its own name or in Seller's name, to take all legal or other actions which Seller could have taken under this Contract. Seller warrants:

- This Contract represents a sale by Seller to Buyer on a time price basis and not on a cash basis;
- The statements contained in this Contract are true and correct;
- The down payment was made by the Buyer in the manner stated on page 1 and no part of the down payment was loaned or paid to the Buyer by Seller or Seller's representatives;
- This sale was completed in accordance with all applicable federal and state laws and regulations;
- This Contract is valid and enforceable in accordance with its terms;
- The names and signatures on this Contract are not forged, fictitious or assumed, and are true and correct;
- This Contract is not subject to any claims or defenses on the part of the Buyer;
- A completely filled-in copy of this Contract was delivered to the Buyer at the time of execution; and
- The Vehicle has been delivered to the Buyer in good condition and has been accepted by Buyer.

If any of these warranties is breached or untrue, Seller will, upon Assignee's demand, purchase this Contract from Assignee. The purchase shall be in cash in the amount of the unpaid balance (including interest) plus the cost and expenses of Assignee, including attorneys' fees.

Seller will indemnify Assignee for any loss sustained by it because of judicial set-off or as the result of a recovery made against Assignee as a result of a claim or defense Buyer has against Seller.

Seller waives notice of the acceptance of this assignment, notice of non-payment or non-performance and notice of any other remedies available to Assignee.

Assignee may, without notice to Seller, and without affecting the liability of Seller under this assignment, compound or release any rights against, and grant extensions of time for payment to be made, to Buyer and any other person obligated under this Contract.

UNLESS INDICATED BY CHECKING THE BOX BELOW, THIS ASSIGNMENT IS WITHOUT RECOURSE.

☒ WITH RECOURSE: Seller agrees that if the Buyer defaults on any obligation of payment or performance under this Contract and Security Agreement, Seller will, upon demand, repurchase this Contract and Security Agreement for the amount of the unpaid balance, including finance charges, due at that time.

Seller: FAMILY MOBILE HOMES INC

By: David C. Clark Pres.

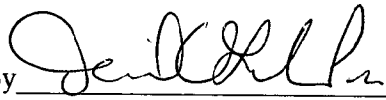
Title: President

COMMONWEALTH OF PENNSYLVANIA


COUNTY OF BLAIR

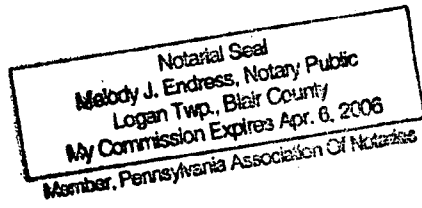
Before me, the undersigned Notary Public, personally appeared DAVID C. GEHMAN, President of Family Mobile Homes, Inc., who, being duly sworn according to law, deposes and says that the facts set forth herein are true and correct to the best of his knowledge, information, and belief.

FAMILY MOBILE HOMES, INC.

By 
David C. Gehman, President

Sworn to and subscribed
Before me this 4th day
of April, 2005


Notary Public



In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **100395**

FAMILY MOBILE HOMES INC

Case # **05-508-CD**

vs.

**ELIZABETH A. CLARK n/k/a ELIZABETH A. MANAHAN and BRANDON M.
MANAHAN**

SHERIFF RETURNS

NOW May 20, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO ELIZABETH A. CLARK N/K/A ELIZABETH A. MANAHAN, DEFENDANT. MOVED, TRAILER NOT THERE.

SERVED BY: /

CP **FILED**
01/14/05
MAY 23 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100395
NO: 05-508-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FAMILY MOBILE HOMES INC

VS.

DEFENDANT: ELIZABETH A. CLARK n/k/a ELIZABETH A. MANAHAN and BRANDON M. MANAHAN

SHERIFF RETURN

NOW, April 22, 2005 AT 8:35 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BRANDON M. MANAHAN DEFENDANT AT 644 HORSESHOE CURVE ROAD, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MORRIS MANAHAN, FATHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100395
NO: 05-508-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FAMILY MOBILE HOMES INC

vs.

DEFENDANT: ELIZABETH A. CLARK n/k/a ELIZABETH A. MANAHAN and BRANDON M. MANAHAN

SHERIFF RETURN

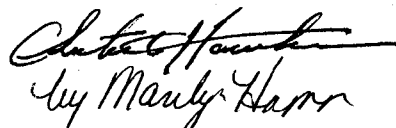
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	REA	35115	20.00
SHERIFF HAWKINS	REA	35115	57.39

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

FAMILY MOBILE HOMES, INC.,
Plaintiff

v.

ELIZABETH A. CLARK, now known as
ELIZABETH A. MANAHAN and
BRANDON M. MANAHAN,
Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 05-508-CD

ACTION IN MORTGAGE FORECLOSURE

COMPLAINT

REA, REA & LASHINSKY
Larry D. Lashinsky, Esquire
Attorney for Plaintiff

415 Wayne Street
P.O. Box 487
Hollidaysburg, PA 16648
(814) 695-5687

Pa. I.D. #36741

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

APR 11 2005

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

FAMILY MOBILE HOMES, INC.,
Plaintiff

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

v.

NO. _____

ELIZABETH A. CLARK, now known as
ELIZABETH A. MANAHAN and
BRANDON M. MANAHAN,
Defendants

ACTION IN MORTGAGE FORECLOSURE

NOTICE TO DEFEND

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholick, Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

REA, REA & LASHINSKY

by


Larry D. Lashinsky, Esquire
Attorney for Plaintiff
Pa. I.D. #36741

FAMILY MOBILE HOMES, INC.,
Plaintiff

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

v.

NO. _____

ELIZABETH A. CLARK, now known as
ELIZABETH A. MANAHAN and
BRANDON M. MANAHAN,
Defendants

ACTION IN MORTGAGE FORECLOSURE

COMPLAINT

AND NOW, comes the Plaintiff, Family Mobile Homes, Inc., by and through its counsel, Rea, Rea & Lashinsky, and files this Action in Mortgage Foreclosure against the Defendants, Elizabeth A. Clark, now known as Elizabeth A. Manahan, and Brandon M. Manahan, the following being a more specific statement:

1.

The Plaintiff is Family Mobile Homes, Inc., a Pennsylvania corporation, with its offices located at 1683 E. Pleasant Valley Boulevard, Altoona, PA 16602.

2.

The Defendant, Elizabeth A. Clark, now known as Elizabeth A. Manahan, is an adult individual with a last known address at 61A Fernwood Road, Ginter, PA 16651. The Defendant, Brandon M. Manahan, is an adult individual with a last known address at 644 Horseshoe Curve Road, Osceola Mills, PA 16666. The Plaintiff avers that if the said Defendants do not reside at the aforesaid addresses, it does not have any other information, knowledge, or belief concerning the present whereabouts of the Defendants.

3.

On November 18, 1997, Elizabeth A. Clark and Brandon M. Manahan, Mortgagors, made, executed, and delivered to the Plaintiff a Mortgage upon premises hereinafter described, which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, Record Book Volume 1891 at page 592. A copy of the Mortgage is attached hereto, labeled Exhibit A, and incorporated herein by reference.

4.

The Mortgage secures a Contract and Security Agreement made, executed, and delivered to the Plaintiff on November 18, 1997. The Contract and Security Agreement is incorporated herein by reference and made a part hereof, a copy of which is attached hereto and labeled as Exhibit B.

5.

There has been no assignment of this Mortgage from the day of its execution to the present.

6.

The Defendants are not in the military service of the United States of America or any of its allies.

7.

The premises subject to the said Mortgage is described as follows:

ALL that certain piece or parcel of land situate In the Township of Gulich, County of Clearfield and State of Pennsylvania, which was purported to be owned and assessed in the name of Fannie Holobinko as H & L and which was sold by the Treasurer of Clearfield County by public venue and outcry on August 7, 1961.

BEING the same premises conveyed to Elizabeth A. Clark and Brandon M. Manahan by Deed of Carolyn Coudriet dated November 18, 1997 and recorded December 4, 1997 in Clearfield County Deed Book Volume 1891 at page 588.

SUBJECT HOWEVER, to all restrictions, exceptions, reservations, easements, and conditions as contained in prior deeds of conveyance.

8.

Said Mortgage is in default because Elizabeth A. Clark, now known as Elizabeth A. Manahan, and Brandon M. Manahan, Mortgagors, have not paid the monthly payments when due, contrary to the provisions contained in said Mortgage, whereby the entire principal debt has become due payable, and recoverable, together with all interest thereon and costs of suit, as recited in said Mortgage.

9.

Plaintiff has complied with all requirements of Act No. VI of 1974 of the General Assembly of the Commonwealth of Pennsylvania. The Plaintiff has further complied with all requirements of the Pennsylvania Homeowners Emergency Mortgage Assistance Act of 1983, being more generally referred to as Act 91.

10.

Pursuant to the terms of the Mortgage, hereinbefore incorporated by reference and attached as Exhibit A, the Plaintiff is entitled to reasonable attorney's fees as a result of the default of said Mortgage.

11.

The attorney's fees are in the amount of Two Thousand Dollars and No Cents (\$2,000.00) and are fair and reasonable.

12.

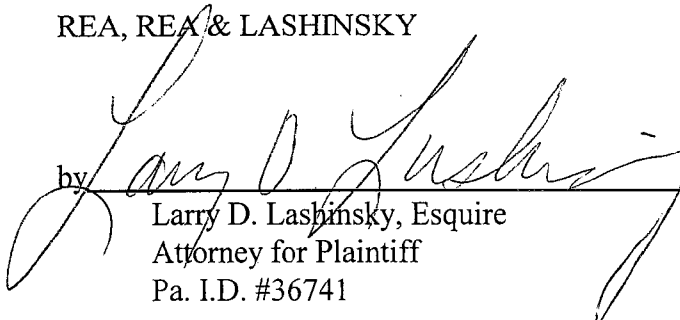
The amount due on the said Mortgage is as follows:

A. Principal amount due	\$ 7,993.54
B. Attorney's commission	\$ 2,000.00
C. Interest through 02/03/05	\$ 150.74
D. Interest from 02/04/05 forward (to be added)	\$
E. Costs of suit (to be added)	\$ _____
TOTAL	\$10,144.28 Plus interest at the contract rate from 02/04/05 forward and costs of suit.

WHEREFORE, Plaintiff, Family Mobile Homes, Inc., demands judgment against the Defendants, Elizabeth A. Clark, now known as Elizabeth A. Manahan, and Brandon M. Manahan, in the sum of Ten Thousand One Hundred Forty-Four Dollars and Twenty-Eight Cents (\$10,144.28) together with costs of suit, interest at the contract rate from 02/04/05 forward, and for the foreclosure and sale of the mortgaged premises.

REA, REA & LASHINSKY

by


Larry D. Lashinsky, Esquire
Attorney for Plaintiff
Pa. I.D. #36741

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REAL ESTATE MORTGAGE

THIS MORTGAGE, made and entered into this 18th day of November 1997, by and between the undersigned, Elizabeth A. Clark and Brandon M. Madden, herein called "Mortgagor", and FAMILY MOBILE HOMES, INC., a Pennsylvania Association having an office and place of business at 1683 E. Pleasant Valley Blvd., Altoona, Pennsylvania 16802, herein called "Mortgagee".

WITNESSETH, that to secure payment by Mortgagor of a Promissory Note of even date herewith, in the total amount of Thirty-One Thousand Nine Hundred Seventy-six and 64/100 Dollars (\$ 31,976.64), principal sum of Nineteen Thousand Eight Hundred Eighteen and 00/100 Dollars (\$ 19,818.00), bearing interest at an annual rate of 13.00% payable in 96 consecutive monthly installments of Three Hundred Thirty-Three and 09/100 Dollars (\$ 333.09) each (and/or any renewal, refinancing or extension thereof, or other Promissory Note or other agreement to pay which may be substituted therefor, any or all of which are hereinafter referred to as "Promissory Note") and all other obligations of Mortgagor under the terms and provisions of this Mortgage, and obligations which Mortgagee may hereafter, from time to time become obligated to Mortgagee for payment of, or for additional sums of money advanced by Mortgagee, and it is intended that all of said future advances, debts, or obligations, with interest thereon, will be secured hereby in addition to the advances, debts and obligations presently owing by Mortgagor, Mortgagee does by these presents sell, grant and convey to Mortgagee, ALL that real estate situated in the County of Clegheld (City, Borough, Township) of Township of Gulich Ward known and numbered as 61A Pennwood Road Gunter, PA 16651 Street Address City, Town, Post Office Pennsylvania, and described in Deed recorded in the Recorder's Office of said County at Deed Book Volume Page and more particularly described as:

"See Attached Exhibit A"

TOGETHER with all the buildings and improvements thereon and additions thereto, including all alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or appurtenant, herein called the Mortgaged Premises

TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever.

THIS MORTGAGE IS MADE subject to the following conditions, and Mortgagor agrees:

1. Mortgagor will make all payments on the due date thereof and perform all other obligations as required or provided herein and in said Promissory Note. Mortgagee, at its option, may defer the payment date of all wholly unpaid installments one or more full months and charge a deferment charge therefor which shall be equal to the interest charge applicable to the month or months in which any installment is not required by reason of a deferment.
2. Mortgagor will pay when due all taxes and assessments levied or assessed against said premises or any part thereof, and will deliver receipts therefor to the Mortgagee upon request.
3. Mortgagor will keep the improvements on said property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall require, with loss if any payable to Mortgagee as its interest may appear.
4. Mortgagor will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
5. In the event that Mortgagor defaults in the making of any payment due and payable under said Combined Promissory Note and Federal Disclosure Statement, or in the keeping and performance by Mortgagor of any of the conditions or covenants of this Mortgage or said Combined Promissory Note and Federal Disclosure Statement, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgement and execution to recover the balance due on said Promissory Note and any other sums that may be due thereunder including reasonable attorney fees, costs of suit, and costs of sale together with interest after judgement at the applicable rate until the full amount due Mortgagee is paid. In the event Mortgagor fails to maintain insurance against fire and such other hazards as Mortgagee requires, Mortgagee authorizes Mortgagee at its option to obtain such insurance and bill Mortgagee for all costs thereof, which such costs Mortgagee agrees to pay, or to add such costs to the then remaining paid principal balance of Mortgagor's Promissory Note and charge interest thereon at the rate of interest contained in such Note.
6. Mortgagor agrees that this mortgage is security for the payment of the aforesaid obligations and all other direct or contingent liabilities of the Mortgagor hereof to the Mortgagee hereof due or to become due whether now existing or hereafter contracted.
7. If all or part of the sums secured by this Mortgage are lent to the Mortgagor to acquire title to the property this Mortgage is hereby declared to be a Purchase Money Mortgage.
8. Mortgagor hereby waives and releases all benefits and relief from any and all appraisal, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagor, or limiting the balance due under said Promissory Note to a sum not in excess of the amount actually paid by the purchaser of the Mortgaged Premises at a sale thereof in any judicial proceedings upon said Promissory Note or upon this Mortgage, or exempting the Mortgaged Premises or any other premises or property, real or personal, or any part of the proceeds of sale thereof from attachment, levy or sale under execution, or providing for any stay of execution or other process. Mortgagor hereby releases to Mortgagee all rights and expectancy of dower, courtesy, or similar statutory rights.
9. The property, as described herein, has situate thereon a mobile home which the Mortgagor do intend to permanently affix to said property.

EXHIBIT A

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BUT PROVIDED ALWAYS, that if Mortgagor does pay or cause this Mortgage and the debt or debts hereby secured to be paid in full, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assignees of the parties hereto. Whenever used, the singular number shall include the plural; the plural, the singular, and the use of any gender shall be applicable to all genders.

Payment of this Mortgage is subject to the terms and conditions of said Promissory Note of even date between Mortgagor and Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has signed this Mortgage, with seal(s) affixed, on the date first above shown.

Signed, Sealed and Delivered in the Presence of:

Gwen Walls

Elizabeth A. Clark (SEAL)
Elizabeth A. Clark

Brandon M. Monahan (SEAL)
Brandon M. Monahan

____ (SEAL)

____ (SEAL)

I certify the precise residence of the Mortgagee to be 1683 E. PLEASANT VALLEY BLVD., ALTOONA, PENNSYLVANIA 16802.

Melody J. Endress

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Blair

56:

On this _____ day of _____, 19____, before me Melody J. Endress, the undersigned officer, personally appeared Elizabeth A. Clark and Brandon M. Monahan known to me (or satisfactorily proven) to be the person s whose name are subscribed to the within instrument and acknowledged that they as Mortgagor have executed the same for the purposes herein contained.

In Witness Whereof, I Hereunto set my hand and official seal.

My commission expires:

Notarial Seal
Melody J. Endress, Notary Public
Logan Twp., Blair County
My Commission Expires April 6, 1998

Melody J. Endress
Title of Officer

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



Karen L. Starck
Karen L. Starck
Recorder of Deeds

COMMONWEALTH
OF PENNSYLVANIA

COUNTY OF

RECORDED on this _____ day _____

of _____, A.D. 19____, in _____

the Recorder's Office of said County, in Mort-

gage Book, Vol. _____ Page _____

Given under my hand and seal of the said office, the day and year aforesaid.

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 10:41am 12-9-97
BY James White
FEES 0.1350
Karen L. Starck, Recorder

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE

FROM

TO

FAMILY MOBILE
HOMES, INC.

MAIL TO

FAMILY MOBILE
HOMES, INC.

VOL 1891 PAGE 594

Exhibit "A"

ALL that certain piece or parcel of land situate in the Township of Gulch, County of Clearfield and State of Pennsylvania, which was purported to be owned and assessed in the name of Fannie Holobinko as H & L and which was sold by the Treasurer of Clearfield County by public venue and outcry on August 7, 1961.

BEING the same premises conveyed to Grantor herein by Deed of Mike Refalsky, et ux., dated February 11, 1966, and recorded at Clearfield County Deed Book Volume 537, Page 44.

SUBJECT HOWEVER, to all restrictions, exceptions, reservations, easements, and conditions as contained in prior deeds of conveyance.

This is a transfer from Carolyn Coudriet to Elizabeth Clark, her daughter. Accordingly, a portion of this transfer is exempt from Realty Transfer Tax pursuant to 72 P.S. §8102-C.3

Entered of Record Dec 4 1997 : 10:41 AM Karen L. Slonch, 10-10-97

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT No. _____ Date <u>December 19, 1997</u>	Seller <u>FAMILY MOBILE HOMES INC</u> Address <u>1683 S. PLEASANT VALLEY BLVD</u> <u>ALTOONA, PA 16602</u> "We" and "us" mean the Seller above, its successors and assigns.	Buyer <u>Elizabeth A. Clark and Brandon M. Mershan</u> Address <u>61A Redwood Road</u> <u>Gilbert, PA 16651</u> "You" and "your" mean each Buyer above and guarantor, jointly and individually.

SALE: You agree to purchase from us, subject to the terms and conditions of this Contract and Security Agreement, the Vehicle in its present condition described below.

Year	Make	Model	Manufacturer's Serial Number	License No./Year
1984	Hauser		THA1271	

OTHER DESCRIPTION: Size: 66' x 14'
 Vinyl Siding
 Oil Tank
 1 Sit down shower installed
 (1) 4' x 8' Deck

SECURITY: You give us a security interest in the Vehicle described above. The Vehicle shall be complete with all accessories, attachments, accessories, equipment, and proceeds of the Vehicle. The delivery and acceptance of the Vehicle is acknowledged by you. Our security interest will not extend to consumer goods that are not installed in or affixed to the Vehicle more than 10 days after we enter into this Contract with you.

You are also giving a security in the real estate covered by mortgage that is dated 11-18-97

PROMISE TO PAY AND PAYMENT TERMS: You promise to pay us the principal amount of \$ 19,818.00 plus finance charges accruing at the rate of 13.00 % per year until maturity. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES, and pay any additional amounts according to the terms and conditions of this Contract. After maturity, or after we have demanded payment of earned but unpaid

amounts, we will, instead, earn interest at 13.00 percent per year.

DOWN PAYMENT: You also agree to pay on or before today's date the down payment of any cash, rebate and net trade-in value described on page 2.

☐ MINIMUM FINANCE CHARGE: We may retain a minimum finance charge of \$ _____ if you pay off this Contract before we have earned that much interest.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments.	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of \$0.00
13.00%	\$ 12,158.64	\$ 19,818.00	\$ 31,976.64	\$ 31,976.64

Payment Schedule: Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
96	\$ 333.09	18th of each month beginning January 19 98 and each month thereafter until paid.

Security: You are giving a security interest in the Vehicle being purchased. You are also giving a security in the real estate covered by mortgage that is dated 11-18-97 and located at 61A Redwood Rd., Gilbert, PA 16651.

☐ Late Charge: You will be charged 2% per month on the amount of the payment in arrears by more than 10 days.

Assumption: Someone buying your home cannot assume the obligation on the original terms.

Prepayment: If you pay off this Contract early, you ☐ may ☒ will not have to pay a penalty. Filing Fee \$ 27.50

Contract Provisions: You can see your Contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

If you do not meet your Contract obligations, you may lose your house, the property that you bought with this loan, or household goods and furniture, your motor vehicle, or money in your account with us.

CREDIT INSURANCE: Credit life insurance and credit disability insurance are not required to obtain credit. Credit life insurance and credit disability insurance will not be provided unless you sign and agree to pay the additional cost.

CREDIT LIFE:	For First Buyer _____
	For Second Buyer _____
	For Both Buyers _____
Premium: \$	N/A
CREDIT DISABILITY:	For First Buyer _____
	For Second Buyer _____
	For Both Buyers _____
Premium: \$	N/A
Insurance Company Name and Home Office Address:	
I Want the Credit Insurance Specified Above:	
First Buyer _____	Second Buyer _____

PROPERTY INSURANCE: You are required by us to insure the Vehicle securing this Contract. You shall have the option of furnishing the required insurance either through existing policies of insurance owned or controlled by you or procuring and furnishing the equivalent insurance coverage through any insurance company authorized to transact business in Pennsylvania. Insurance covering risks of: 1) loss or liability related to the Vehicle, 2) the use of the Vehicle, 3) goods or services related to the Vehicle, 4) mechanical breakdowns, or a service contract or warranty is optional and not included unless checked and indicated below.

LIABILITY INSURANCE: Liability insurance coverage for bodily injury and property damage caused to others is not included in this Contract unless checked and indicated below.

If you get the insurance from or through us, you will pay \$ 1,155.00 for 60 months of coverage.

The Vehicle Insurance premium is calculated as follows:

☐ Fire-Theft and Combined Auto Coverage \$ _____

☐ Deductible Comprehensive Cov. \$ _____

☐ Deductible Collision Coverage \$ _____

☐ _____ \$ _____

☐ _____ \$ _____

☐ A charge for an Extended Service Contract is added to this Contract. The Extended Service Contract sold or provided by us is: Coverage: _____ for Term: _____

MODERN CREDIT PROTECTION POLICY
 Premium \$ _____ for _____ of coverage.

EXHIBIT 2

ITEMIZATION OF AMOUNT FINANCED

Vehicle (Including accessories, delivery, services, and sales tax of \$ _____)	\$ 18,600.00
Extended Service Contract	\$ N/A
Cash Price	\$ 18,600.00
Cash Down Payment \$ _____	
Manufacturer's Rebate \$ _____	
Description of Trade-In _____	
Trade-In \$ _____	
Less: Amount Owning \$ _____ (paid by Seller)	
Net Trade-In	\$ N/A
Down Payment	\$ N/A
Unpaid Balance of Cash Price (Cash Price less Down Payment)	\$ 18,600.00
Paid to Public Officials - Sales Tax / Tire Tax	\$ 0.00/0.00
Paid to Property Insurance Company / MCPP	\$ 1,155.00/0.00
Paid to Credit Life Insurance Company	\$ N/A
Paid to Credit Disability Insurance Company	\$ N/A
Filing Fee / UCC	\$ 27.50/0.00
To: Motor & Prep / Flood Repair	\$ 35.50/0.00
To: Mortgage (see Itemization) / Improvements	\$ 0.00/0.00
Other Charges (Including Amounts Paid to Others on Your Behalf)	\$ 1,218.00
(Less) Prepaid Finance Charges	\$ 0.00
Amount Financed (Unpaid Balance of Cash Price plus Other Charges)	\$ 19,818.00

You agree to the terms on pages 1, 2, and 3 of this Contract.

ADDITIONAL TERMS OF THE CONTRACT
AND SECURITY AGREEMENT

GENERAL TERMS: As used in this document, Contract includes the terms of the Contract and Security Agreement. You have been given an opportunity to purchase the Vehicle and/or services described on page 1 for the cash price or the total sale price. The total sale price is the total price of the Vehicle and/or services if you buy it over time. The total sale price shown in the TRUTH IN LENDING DISCLOSURES is based on the assumption that all payments will be made as scheduled. You agree to buy this property and/or services from us at the actual total sale price according to the terms of this Contract.

You agree this Contract will be governed by the law of the State of Pennsylvania. You agree that we have not made any oral warranties or promises regarding the property. This Contract takes effect when signed by you. If any part of this Contract cannot be enforced, this fact will not affect the remaining terms.

WARRANTY: Vehicle warranty information is supplied to you separately.

PREPAYMENT: You may prepay this Contract in part or in full at any time. Any partial payment will not excuse any later scheduled payments until you pay in full.

OWNERSHIP AND DUTIES TOWARD PROPERTY: By giving us a security interest in the Vehicle, you represent and agree to the following.

- You will defend this property against any claim made by anyone else. You will do whatever is necessary to keep our claim to the Vehicle ahead of the claim of anyone else.
- The security interest you are giving us in this Vehicle comes ahead of the claim of any other of your general or secured creditors. You have signed or immediately will sign any additional documents or provide us with any additional information we may require to keep our claim to the Vehicle ahead of the claim of anyone else. You will not do anything to change our interest in the Vehicle.
- You will keep the Vehicle in your possession in good condition and repair. You will use the Vehicle only for the lawful purposes for which it was intended. Unless otherwise agreed in writing, the Vehicle will be located at your address listed on page 1.
- You will not attempt to sell the Vehicle (unless it is inventory and identified as such) or otherwise transfer any rights in this property to anyone else, without our prior written consent.
- You will pay all taxes and assessments on the Vehicle as they become due.
- You will notify us of any loss or damage to the Vehicle. You will provide us reasonable access to the Vehicle for the purpose of inspection. Our entry and inspection must be accomplished in a lawful manner and without breaching the peace.
- You will endorse the certificate of title to this Vehicle, if any, to show the security interest we have in this Vehicle.

DEFAULT: You will be in default on this Contract if any one or more of the following occurs (except as prohibited by law).
A. You fail to perform any obligation which you have undertaken in this Contract.

B. We, in good faith, believe that the prospect of payment or the prospect of your performance of any other of your obligations under this Contract is impaired.

If you default, you agree to pay court costs we incur to collect this Contract as well as attorneys' fees if we refer this Contract for collection to an attorney.

If an event of default occurs as to any one of you, we may exercise our remedies against any or all of you.

REMEDIES: If you are in default on this Contract, we have all of the remedies provided by law and this Contract.

A. We may require you to immediately pay us the remaining unpaid balance of the amount financed, finance charges, less any refund required by law, and all other agreed charges.

B. We may pay taxes, assessments, or other liens or make repairs to the Vehicle if you have not done so. We are not required to do so. Any amount we pay will be added to the amount you owe us, will be immediately due, and will earn interest from the date paid at the highest lawful contract rate permitted by law until paid in full.

C. We may immediately take possession of the Vehicle by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises. We may then sell the Vehicle and apply what we receive as provided by law to our reasonable expenses and then toward your secured obligations.

D. We may be entitled to a deficiency judgment against you if the proceeds of the sale do not pay all of the expenses and what you owe us (except when prohibited by law).

By choosing any one or more of these remedies, we do not waive our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of the intended sale or disposition of the Vehicle, this notice will be considered reasonable if sent by mail to your last known address, as reflected in our records, at least 10 days before the date of the intended disposition (or such other period of time as is required by law).

REINSTATEMENT: If the Vehicle has been repossessed or taken through legal action, we may reinstate the Contract and return the Vehicle to you. The Contract will be reinstated if you pay all past due installments, accrued default, plus any other amount lawfully due under the Contract. In addition, you agree to pay for the costs of suit if we retake the Vehicle through legal action. If default has existed for more than 15 days at the time of repossession, the expenses for retaking, repairing, and storing the Vehicle as authorized by law must also be paid by you.

NOTICE OF PROPOSED INSURANCE: You take notice that group credit life insurance coverage and/or group credit accident and health insurance coverage will be applicable to this Contract if so marked on page 1. Group credit life insurance coverage and/or group credit accident and health insurance coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person signing the request for such insurance (or each person signing the request for joint credit life insurance). The amount of charge is indicated for each type of credit insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the originally scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to us a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

INSURANCE: You agree to buy insurance on the Vehicle against the risks and for the amounts we require. You will name us as loss payee on any such policy. We may require added security on this Contract if you agree that insurance proceeds may be used to repair or replace the Vehicle. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You will buy the insurance from a firm authorized to do business in Pennsylvania. You will keep the insurance until this Contract is paid in full.

If you fail to obtain or maintain this insurance, we may obtain insurance to protect our interest in the Vehicle. If you fail to name us as loss payee, we may obtain insurance to protect our interest in the Vehicle. We will notify you if we do so. The cost of such insurance will be added to the amount you owe us. The cost will be immediately due. The cost will accrue interest at the highest lawful contract rate, until paid in full.

WAIVER: You give up your rights (to the extent permitted by law) to require us to do certain things. You will not require us to: (1) demand payment of amounts due; (2) give notice that amounts due have not been paid; (3) give notice that we are making the Contract immediately due.

OBLIGATIONS INDEPENDENT: Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following.

- You must pay this Contract even if someone else has signed it.
- We may release any co-signer or guarantor and you will still be obligated to pay the Contract.
- We may release any security and you will still be obligated to pay the Contract.
- If we give up any of our rights, it will not affect your duty to pay this Contract.
- If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

FTC NOTICES

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IF YOU ARE BUYING A USED VEHICLE, THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

THIRD PARTY AGREEMENT

By signing below you agree to give us a security interest in the Vehicle described on page 1. You also agree to be bound by the terms of this Contract, including the WAIVER section, page 2. EXCEPT that you will not be liable for the payments required. You agree that we may renew, extend, or change this Contract. You also agree that we may release any party from this Contract without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract and Security Agreement.

X _____ Date _____
Name _____

NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO A EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHT.

Buyer:

Elizabeth A. Clark 12/19/97
Signature: Elizabeth A. Clark Date

Brandon M. Marahan 12/19/97
Signature: Brandon M. Marahan Date

Buyer:

Signature: _____ Date _____

Signature: _____ Date _____

BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS RETAIL INSTALLMENT CONTRACT

Buyer:

Elizabeth A. Clark 12/19/97
Signature: Elizabeth A. Clark Date

Brandon M. Marahan 12/19/97
Signature: Brandon M. Marahan Date

Buyer:

Signature: _____ Date _____

Signature: _____ Date _____

ASSIGNMENT: This Contract and Security Agreement is assigned to Family Mobile Homes, Inc. 1683 E. Pleasant Valley Blvd., Altoona, PA 16602 (name and address), the Assignee, under the terms of the ASSIGNMENT BY SELLER below.

Seller: FAMILY MOBILE HOMES INC

By: Paul C. Clark Pres.

ASSIGNMENT BY SELLER

Seller sells and assigns this Retail Installment Contract and Security Agreement on 12-19 19 97 to Family Mobile Homes, Inc. 1683 E. Pleasant Valley Blvd., Altoona, PA 16602 the Assignee, its successors and assigns, all its rights, title and interest in this Contract and Security Agreement, and any guarantee executed in connection with this Contract and Security Agreement.

THIS ASSIGNMENT IS MADE: ☐ UNDER THE TERMS OF A SEPARATE AGREEMENT.
☒ PURSUANT TO THE FOLLOWING TERMS.

Seller gives Assignee full power, either in its own name or in Seller's name, to take all legal or other actions which Seller could have taken under this Contract. Seller warrants:

- This Contract represents a sale by Seller to Buyer on a time price basis and not on a cash basis;
 - The statements contained in this Contract are true and correct;
 - The down payment was made by the Buyer in the manner stated on page 1 and no part of the down payment was loaned or paid to the Buyer by Seller or Seller's representatives;
 - This sale was completed in accordance with all applicable federal and state laws and regulations;
 - This Contract is valid and enforceable in accordance with its terms;
 - The names and signatures on this Contract are not forged, fictitious or assumed, and are true and correct;
 - This Contract is not subject to any claims or defenses on the part of the Buyer;
 - A completely filled-in copy of this Contract was delivered to the Buyer at the time of execution; and
 - The Vehicle has been delivered to the Buyer in good condition and has been accepted by Buyer.
- If any of these warranties is breached or untrue, Seller will, upon Assignee's demand, purchase this Contract from Assignee. The purchase shall be in cash in the amount of the unpaid balance (including interest) plus the cost and expenses of Assignee, including attorneys' fees.

Seller will indemnify Assignee for any loss sustained by it because of judicial set-off or as the result of a recovery made against Assignee as a result of a claim or defense Buyer has against Seller.

Seller waives notice of the acceptance of this assignment, notice of non-payment or non-performance and notice of any other remedies available to Assignee.

Assignee may, without notice to Seller, and without affecting the liability of Seller under this assignment, compound or release any rights against, and grant extensions of time for payment to be made, to Buyer and any other person obligated under this Contract.

UNLESS INDICATED BY CHECKING THE BOX BELOW, THIS ASSIGNMENT IS WITHOUT RECOURSE.

☒ WITH RECOURSE: Seller agrees that if the Buyer defaults on any obligation of payment or performance under this Contract and Security Agreement, Seller will, upon demand, repurchase this Contract and Security Agreement for the amount of the unpaid balance, including finance charges, due at that time.

Seller: FAMILY MOBILE HOMES INC


By: Paul C. Clark Pres.Title: President

COMMONWEALTH OF PENNSYLVANIA

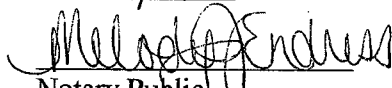
COUNTY OF BLAIR

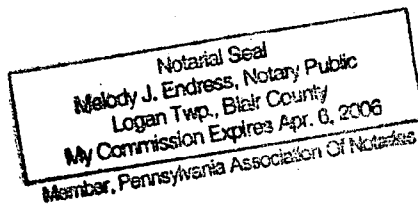
Before me, the undersigned Notary Public, personally appeared DAVID C. GEHMAN, President of Family Mobile Homes, Inc., who, being duly sworn according to law, deposes and says that the facts set forth herein are true and correct to the best of his knowledge, information, and belief.

FAMILY MOBILE HOMES, INC.

By 
David C. Gehman, President

Sworn to and subscribed
Before me this 4th day
of April, 2005


Notary Public



FAMILY MOBILE HOMES, INC.
Plaintiff

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

v.

NO. 05-508-CD

ELIZABETH A. CLARK, now known as
ELIZABETH A. MANAHAN and
BRANDON M. MANAHAN,
Defendants

ACTION IN MORTGAGE FORECLOSURE

PRAECIPE TO REINSTATE

TO: WILLIAM A. SHAW, PROTHONOTARY

FILED ^{GR} 1cc e
m/3:55 PM 1 Compl.
MAY 25 2005 to Shiff
William A. Shaw *Att'y pd.*
Prothonotary/Clerk of Courts 7.00

Please reinstate the Complaint filed to the above term and number.

1 Compl to
Att'y

REA, REA & LASHINSKY

Date:

5/24/05

by

Larry D. Lashinsky
Larry D. Lashinsky, Esquire
Attorneys for Plaintiff
Pa. I.D. #36741

The Complaint filed to the above term and number is hereby reinstated.

Date:

William A. Shaw
Prothonotary

W:\dl\Litigation\FMH123.053\Reinstatement.wpd
5/23/05

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100506
NO: 05-508-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FAMILY MOBILE HOMES, INC.

vs.

DEFENDANT: ELIZABETH A. CLARK n/k/a ELIZABETH A. MANAHAN al

SHERIFF RETURN

NOW, May 31, 2005 AT 10:56 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ELIZABETH A. CLARK n/k/a ELIZABETH A. MANAHAN DEFENDANT AT 1159 MCATEER ST., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ELIZABETH MANAHAN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
010:2581
JUN 01 2005

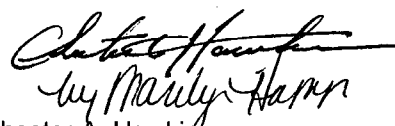
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	REA	42309	10.00
SHERIFF HAWKINS	REA	42309	23.95

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

FAMILY MOBILE HOMES, INC.,
Plaintiff

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

v.

NO. 05-508-CD

ELIZABETH A. CLARK, now known as
ELIZABETH A. MANAHAN and
BRANDON M. MANAHAN,
Defendants

ACTION IN MORTGAGE FORECLOSURE

PRAECIPE FOR ENTRY OF JUDGMENT

TO: WILLIAM A. SHAW, SR., PROTHONOTARY

Please enter judgment for the Plaintiff against the Defendants, Elizabeth A. Clark, now known as Elizabeth A. Manahan and Brandon M. Manahan, for want of an appearance and failure to file an Answer within twenty (20) days from the date of service of the Complaint in the above-captioned matter. Notice of the intent to file a default judgment was sent to the Defendants on June 21, 2005, as evidenced by the attached Exhibits A and B.

Please assess the Plaintiff's damages as follows:

Principal amount due	\$7,993.54
Attorney's commission	\$2,000.00
Interest through 2/3/05	\$ 150.74
Interest from 2/4/05 forward (to be added)	
Costs of suit (to be added)	

TOTAL

\$10,144.28 plus interest at the
contract rate from 2/4/05 forward
and costs of suit

FILED

m/1:38 m

AUG 11 2005

William A. Shaw
Prothonotary

REA, REA & LASHINSKY

by

Larry D. Lashinsky, Esquire
Attorneys for Plaintiff
Pa. I.D. #36741

FILE COPY

FAMILY MOBILE HOMES, INC.,
Plaintiff

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

v.

NO. 05-508-CD

ELIZABETH A. CLARK, now known as
and ELIZABETH A. MANAHAN and
BRANDON M. MANAHAN,
Defendants

ACTION IN MORTGAGE FORECLOSURE

TO: Brandon M. Manahan
644 Horseshoe Curve Road
Osceola Mills, PA 16666

DATE OF NOTICE: 6/21/05

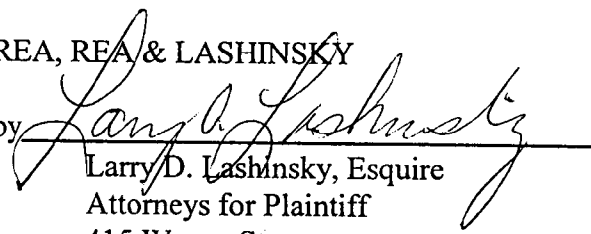
IMPORTANT NOTICE

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 DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholick, Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

REA, REA & LASHINSKY

by


Larry D. Lashinsky, Esquire
Attorneys for Plaintiff
415 Wayne Street
Hollidaysburg, PA 16648
Pa. I.D. #36741

A. REA & LASHINSKY
ATTORNEYS AT LAW
HOLLIDAYSBURG, PA

EXHIBIT B

AND NOW, this 11 day of August, 2005, judgment is hereby entered
on behalf of the Plaintiff in the above-captioned case and damages are assessed as follows:

Principal amount due	\$7,993.54
Attorney's commission	\$2,000.00
Interest through 2/3/05	\$ 150.74
Interest from 2/4/05 forward (to be added)	
Costs of suit (to be added)	_____

TOTAL	\$10,144.28 plus interest at the contract rate from 2/4/05 forward and costs of suit
-------	--



Prothonotary

Robert P. Rea
Susan P. Rea
Larry D. Lashinsky

Law Offices
Rea, Rea & Lashinsky
415 Wayne Street
P.O. Box 487
Hollidaysburg, PA 16648

Phone: (814) 695-5687
FAX: (814) 695-0595
ldlashinsky@atlanticbbn.net

Associate
Jeffrey A. Muriceak

August 8, 2005

William A. Shaw, Sr., Prothonotary
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

RE: Family Mobile Homes, Inc. V. Clark/Manahan

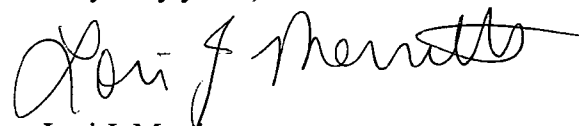
Dear Mr. Shaw:

Enclosed is the original and one copy of the Praecipe for Entry of Judgment in the above-named matter. Please file the original and stamp and return the copy to this office in the enclosed envelope. I have included checks totaling \$20.00 to cover the filing fee.

I have also enclosed two true and correct copies of the Entry of Judgment, along with the required Notice, to be forwarded to the Defendants in the self-addressed stamped envelope attached to the copy.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,



Lori J. Merritts
Paralegal

LJM
W:\d\Litigation\FMH123.053\ltr.4.wpd
Enclosures

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

Family Mobile Homes, Inc.
Plaintiff(s)

No.: 2005-00508-CD

Real Debt: \$10,144.28

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Elizabeth A. Clark, now known as
Elizabeth A. Manahan and
Brandon M. Manahan
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 11, 2005

Expires: August 11, 2010

Certified from the record this August 11, 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

FAMILY MOBILE HOMES, INC., : IN THE COURT OF COMMON PLEAS
Plaintiff : OF CLEARFIELD COUNTY, PENNSYLVANIA
:
:
v. : 2005-508-CD
:
ELIZABETH A. CLARK, now known as
ELIZABETH A. MANAHAN, :
and BRANDON M. MANAHAN, :
Defendants : ACTION IN MORTGAGE FORECLOSURE

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue a Writ of Execution upon a judgment entered in the above matter,

(1) directed to the Sheriff of Clearfield County;

(2) against Elizabeth A. Clark, now known as Elizabeth A. Manahan, and Brandon

M. Manahan, Defendants; and

(3) against N/A, garnishee;
Name(s) of Garnishee(s)

(4) and index this writ

(a) against Elizabeth A. Clark, now known as Elizabeth A. Manahan, and

Brandon M. Manahan, Defendants; and

(b) against N/A, as garnishee,
Name(s) of Garnishee(s)

as a lis pendens against real property of the
defendant in name of garnishee as follows:
(Specifically describe property)

See attached Exhibit A.

FILED 10096writ
01240811 to Shff
OCT 06 2005 Any pd. 20.00
William A. Shaw
Prothonotary/Clerk of Courts (6)

(5) Amount due \$ 7,993.54

Attorneys commission \$ 2,000.00

Interest through 2/3/05 \$ 150.74

Interest from 2/4/05 forward (to be added)

Costs (to be added)

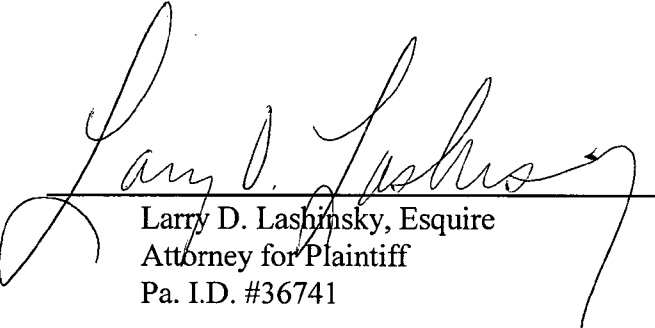
TOTAL

132.00

Prothonotary costs

\$10,144.28 plus interest at the
contract rate from 2/4/05 forward
and costs of suit

Date: 9/29/05


Larry D. Lashinsky, Esquire
Attorney for Plaintiff
Pa. I.D. #36741

W:\ld\Litigation\FMH123.053\Writ of Execution.wpd
9/20/05

Came to hands of Sheriff_____ at _____o'clock _____.M.

So answers_____ Sheriff.

EXHIBIT A

LEGAL DESCRIPTION

ALL that certain piece or parcel of land situate In the Township of Gulich, County of Clearfield and State of Pennsylvania, which was purported to be owned and assessed in the name of Fannie Holobinko as H & L and which was sold by the Treasurer of Clearfield County by public venue and outcry on August 7, 1961.

BEING the same premises conveyed to Elizabeth A. Clark and Brandon M. Manahan by Deed of Carolyn Coudriet dated November 18, 1997 and recorded December 4, 1997 in Clearfield County Deed Book Volume 1891 at page 588.

SUBJECT HOWEVER, to all restrictions, exceptions, reservations, easements, and conditions as contained in prior deeds of conveyance.

END

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

Family Mobile Homes, Inc.

Vs.

NO.: 2005-00508-CD

 **COPY**

Elizabeth A. Clark, now known as Elizabeth A. Manahan,
and Brandon M. Manahan

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due FAMILY MOBILE HOMES, INC., Plaintiff(s) from ELIZABETH A. CLARK, now known as Elizabeth A. Manahan and BRANDON M. MANAHAN, 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/PRINCIPAL: \$7,993.54
INTEREST through 2/3/05: \$150.74
PROTH. COSTS: \$
ATTY'S COMM: \$2,000.00
DATE: 10/06/2005

PAID: \$132.00
SHERIFF: \$
OTHER COSTS: \$
INTEREST from 2/4/05 (to be added):

William A. Shaw
Prothonotary/Clerk Civil Division

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

Requesting Party: Larry D. Lashinsky, Esq.
Hollidaysburg, PA

Sheriff

EXHIBIT A
LEGAL DESCRIPTION

ALL that certain piece or parcel of land situate In the Township of Gulich, County of Clearfield and State of Pennsylvania, which was purported to be owned and assessed in the name of Fannie Holobinko as H & L and which was sold by the Treasurer of Clearfield County by public venue and outcry on August 7, 1961.

BEING the same premises conveyed to Elizabeth A. Clark and Brandon M. Manahan by Deed of Carolyn Coudriet dated November 18, 1997 and recorded December 4, 1997 in Clearfield County Deed Book Volume 1891 at page 588.

SUBJECT HOWEVER, to all restrictions, exceptions, reservations, easements, and conditions as contained in prior deeds of conveyance.

END

FAMILY MOBILE HOMES, INC.,
Plaintiff

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

v.

NO. 05-508-CD

ELIZABETH A. CLARK, now known as
ELIZABETH A. MANAHAN and
BRANDON M. MANAHAN,
Defendants

ACTION IN MORTGAGE FORECLOSURE

ORDER

AND NOW, this 6th day of JANUARY, 2006, based upon the facts contained in the Petition for Special Order of Service by Publication filed by Rea, Rea & Lashinsky, the following Order is deemed to be appropriate,

IT IS HEREBY ORDERED, DIRECTED AND DECREED that the Notice of Sheriff's Sale to the Defendant, Elizabeth A. Clark, now known as Elizabeth A. Manahan, may be given by publication, which shall consist of advertising the notice once in The Progress, the newspaper of general circulation for Clearfield County, and once in the Clearfield County Legal Journal.

BY THE COURT:



J.

FILED
JAN 06 2006

ice
Amy Lashinsky

William A. Shaw
Prothonotary/Clerk of Courts

FAMILY MOBILE HOMES, INC., Plaintiff	:	IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
	:	
	:	
v.	:	NO. 05-508-CD
	:	
ELIZABETH A. CLARK, now known as ELIZABETH A. MANAHAN and BRANDON M. MANAHAN, Defendants	:	ACTION IN MORTGAGE FORECLOSURE

FILED *icc*
m/110730/ AHg
JAN 05 2006 *@*

William A. Shaw
Prothonotary/Clerk of Courts

PETITION FOR SPECIAL ORDER DIRECTING
SERVICE BY PUBLICATION

AND NOW, comes the Plaintiff, Family Mobile Homes, Inc., by and through its attorneys, Rea, Rea & Lashinsky, and pursuant to Rule 430 and Rule 3129.2(c) of the Pennsylvania Rules of Civil Procedure, files this Petition for Special Order Directing the Method of Service, the following being a more specific statement:

1.

The Petitioner is the Plaintiff in the above-captioned matter.

2.

Based upon judgment entered as No. 05-508 CD, the Petitioner is attempting to sell real estate owned by the Defendants known as 61A Fernwood Road, Ginter, Clearfield County, Pennsylvania 16651.

3.

In recent months, the Clearfield County Sheriff's Office attempted to serve a copy of the writ of execution and to give notice of the Sheriff's Sale by personal service on the Defendant, Elizabeth A. Clark, now known as Elizabeth A. Manahan, but was unable to do so since she no longer resides at her last known address.

4.

Afterward, telephone directories in the area were consulted and telephone inquiries were made to her friends and/or relatives. Additionally, a search was conducted by way of the internet. However, no success was made at finding the present whereabouts of the Defendant, Elizabeth A. Clark, now known as Elizabeth A. Manahan.

5.

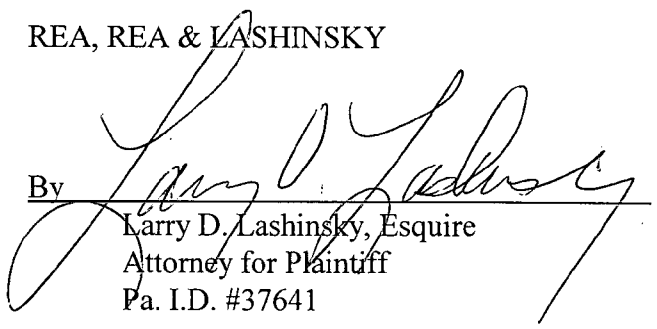
A good faith effort has been made by the Petitioner to attempt to locate the Defendant, Elizabeth A. Clark, now known as Elizabeth A. Manahan, as evidenced by the attached Affidavit marked as Exhibit A.

WHEREFORE, Petitioner prays this Honorable Court to enter an Order allowing the Petitioner to serve the required Writ of Execution and Sheriff's Sale Notice on the Defendant, Elizabeth A. Clark, now known as Elizabeth A. Manahan, once by publication in The Progress, the newspaper of general circulation for Clearfield County, and once in the Clearfield County Legal Journal.

Respectfully submitted,

REA, REA & LASHINSKY

By



Larry D. Lashinsky, Esquire
Attorney for Plaintiff
Pa. I.D. #37641

FAMILY MOBILE HOMES, INC., Plaintiff	:	IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
	:	
v.	:	NO. 05-508-CD
	:	
ELIZABETH A. CLARK, now known as ELIZABETH A. MANAHAN and BRANDON M. MANAHAN, Defendants	:	ACTION IN MORTGAGE FORECLOSURE

AFFIDAVIT OF PLAINTIFF'S ATTORNEY

I, Larry D. Lashinsky, attorney for the Plaintiff, Family Mobile Homes, Inc. do hereby swear that the following efforts have been made to locate and serve the Defendant, Elizabeth A. Clark, now known as Elizabeth A. Manahan:

1.

Personal service by the Sheriff's Office at her last known address at 1159 McAteer Street, Houtzdale, Pennsylvania 16651.

2.

Consultation of local telephone directories.

3.

Telephone inquiries made by Family Mobile Homes, Inc. to various friends and/or relatives of the Defendant, Elizabeth A. Clark, now known as Elizabeth A. Manahan.

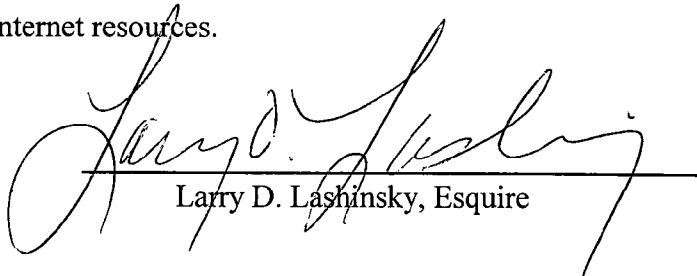
EXHIBIT A

4.

Inquiries made by the Sheriff's Office concerning Elizabeth A. Clark, now known as Elizabeth A. Manahan's whereabouts.

5.

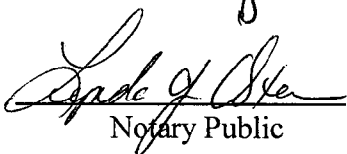
Search for location by way of internet resources.


Larry D. Lashinsky, Esquire

Sworn to and subscribed

before me this 4th day of

January, 2006.


Notary Public

Notarial Seal
Lynda J. Oster, Notary Public
Hollidaysburg Boro, Blair County
My Commission Expires May 13, 2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20239
NO: 05-508-CD

PLAINTIFF: FAMILY MOBILE HOMES, INC.

vs.

DEFENDANT: ELIZABETH A. CLARK, NOW KNOWN AS ELIZABETH A. MANAHAN AND BRANDON M. MANAHAN

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 10/06/2005

LEVY TAKEN 11/15/2005 @ 10:45 AM

POSTED 11/15/2005 @ 10:45 AM

SALE HELD 04/07/2006

SOLD TO FAMILY MOBILE HOMES, INC.

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 04/19/2006

DATE DEED FILED 04/19/2006

PROPERTY ADDRESS 61A FERNWOOD OR FERWOOD ROAD POSSIBLE 911 548 FERWOOD ROAD GINTER , PA 16651

SERVICES

02/21/2006 @ SERVED ELIZABETH A. CLARK N/K/A ELIZABETH A. MANAHAN

SERVED ELIZABETH A. CLARK A/K/A ELIZABETH A. MANAHAN, DEFENDANT, BY COURT ORDER FOR PUBLICATION ONE TIME IN PROGRESS AND LEGAL JOURNAL BY THE PLAINTIFF.

11/15/2005 @ 11:25 AM SERVED BRANDON M. MANAHAN

SERVED BRANDON M. MANAHAN, DEFENDANT, AT HIS RESIDENCE 644 HORSESHOE CURVE ROAD, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOYCE MANAHAN, MOTHER OF DEFENDANT.

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
012:42.61
APR 19 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20239
NO: 05-508-CD

PLAINTIFF: FAMILY MOBILE HOMES, INC.

vs.

DEFENDANT: ELIZABETH A. CLARK, NOW KNOWN AS ELIZABETH A. MANAHAN AND BRANDON M. MANAHAN

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$289.38


SURCHARGE \$40.00 PAID BY PLAINTIFF

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,




Chester A. Hawkins
Sheriff

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

Family Mobile Homes, Inc.

Vs.

NO.: 2005-00508-CD

Elizabeth A. Clark, now known as Elizabeth A. Manahan,
and Brandon M. Manahan

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due FAMILY MOBILE HOMES, INC., Plaintiff(s) from ELIZABETH A. CLARK, now known as Elizabeth A. Manahan and BRANDON M. MANAHAN, 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:

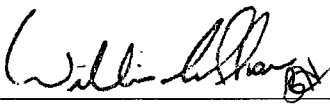
Garnishee(s) as follows:

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/PRINCIPAL: \$7,993.54
INTEREST through 2/3/05: \$150.74
PROTH. COSTS: \$
ATTY'S COMM: \$2,000.00
DATE: 10/06/2005

PAID: \$132.00
SHERIFF: \$
OTHER COSTS: \$
INTEREST from 2/4/05 (to be added):



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 6th day
of October A.D. 2005
At 3:20 A.M./P.M.

Requesting Party: Larry D. Lashinsky, Esq.
Hollidaysburg, PA

Charles A. Haulkins
Sheriff Cynthia Butler-Arphand

EXHIBIT A

LEGAL DESCRIPTION

ALL that certain piece or parcel of land situate In the Township of Gulich, County of Clearfield and State of Pennsylvania, which was purported to be owned and assessed in the name of Fannie Holobinko as H & L and which was sold by the Treasurer of Clearfield County by public venue and outcry on August 7, 1961.

BEING the same premises conveyed to Elizabeth A. Clark and Brandon M. Manahan by Deed of Carolyn Coudriet dated November 18, 1997 and recorded December 4, 1997 in Clearfield County Deed Book Volume 1891 at page 588.

SUBJECT HOWEVER, to all restrictions, exceptions, reservations, easements, and conditions as contained in prior deeds of conveyance.

END

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME ELIZABETH A. CLARK N/K/A ELIZABETH A. MANAHAN

NO. 05-508-CD

NOW, April 19, 2006, 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 April 07, 2006, I exposed the within described real estate of Elizabeth A. Clark, Now Known As Elizabeth A. Manahan And Brandon M. Manahan to public venue or outcry at which time and place I sold the same to FAMILY MOBILE HOMES, 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	36.86
LEVY	15.00
MILEAGE	21.34
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.18
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	15.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$289.38

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$29.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	7,993.54
INTEREST @ %	0.00
FROM TO 04/07/2006	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	2,000.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	150.74
MISCELLANEOUS	

TOTAL DEBT AND INTEREST	\$10,184.28
--------------------------------	--------------------

COSTS:

ADVERTISING	248.02
TAXES - COLLECTOR	14.82
TAXES - TAX CLAIM	100.92
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	289.38
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,103.14

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

Law Offices

Rea, Rea & Lashinsky

415 Wayne Street

P.O. Box 487

Hollidaysburg, PA 16648

Robert P. Rea

Susan P. Rea

Larry D. Lashinsky

Phone: (814) 695-5687

FAX: (814) 695-0595

ldlashinsky@atlanticbbn.net

Associate

Jeffrey A. Muriceak

January 4, 2006

BY FAX: 765-5915

Sheriff's Office

Clearfield County Courthouse

1 North Second Street, Suite 116

Clearfield, PA

ATTN: Cynthia Butler-Aughenbaugh

RE: Family Mobile Homes v. Manahan
05-508 CD

Dear Cindy:

Please continue the sale scheduled for January 6, 2006 in the above-named matter. Please announce at the January 6th sale that this matter has been continued until a date where you have sales going in March of 2006, or April of 2006 if you have no sales in March. I need to file a Petition for Service by Publication in order to obtain service of the Writ and Notice of Sheriff's Sale on Mrs. Manahan since her whereabouts are unknown at this time.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,


Larry D. Lashinsky

LDL/ljm

W:\ld\Litigation\FMH123.053\ltr.6.wpd

pc: Melody Endress, Family Mobile Homes

FAMILY MOBILE HOMES, INC.,
Plaintiff

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

v.

NO. 05-508-CD

ELIZABETH A. CLARK, now known as
ELIZABETH A. MANAHAN and
BRANDON M. MANAHAN,
Defendants

ACTION IN MORTGAGE FORECLOSURE

ORDER

AND NOW, this 6th day of JANUARY, 2006, based upon the facts contained in the Petition for Special Order of Service by Publication filed by Rea, Rea & Lashinsky, the following Order is deemed to be appropriate,

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BY THE COURT:

Frederick J. Zimmerman

J.

FILED
JAN 06 2006
William A. Shaw
Prothonotary/Clerk of Courts
ice
Amy Lashinsk