

05-1587-CD
HSBC vs Kenneth L. Dillon

HSBC et al vs. Kenneth L. Dillon
2005-1587-CD

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

HSBC, a London Corporation, s/b/m/a
Household Finance Consumer
Discount Company
P.O. Box 8604
Elmhurst, IL 60126

v.

Kenneth L. Dillon a/k/a
Kenneth Lee Dillon
198 Blue Ball Road
West Decatur, PA 16878

Attorney for Plaintiff

FILED *cc*
m12:04 01 2005
OCT 13 2005

William A. Shaw
Prothonotary/Clerk of Courts
cc Atty
Atty pd.
85.00

Clearfield County
Court of Common Pleas

Number 05-1587-CD

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

AVISO

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

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

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

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

Nov. 14, 2005 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw *GK*
Deputy Prothonotary

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

Attorney for Plaintiff

HSBC, a London Corporation, s/b/m/a Household
Finance Consumer Discount Company
P.O. Box 8604
Elmhurst, IL 60126

v.

Kenneth L. Dillon a/k/a Kenneth Lee Dillon
198 Blue Ball Road
West Decatur, PA 16878

Clearfield County
Court of Common Pleas

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is HSBC, a London Corporation, s/b/m/a Household Finance Consumer Discount Company, a corporation duly organized and doing business at the above captioned address.
2. The Defendant is Kenneth L. Dillon a/k/a Kenneth Lee Dillon, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is 198 Blue Ball Road, West Decatur, PA 16878.
3. On 07/10/2001, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #200110730.
4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as P.O. Box 140, West Decatur, PA 16878, Parcel Number 105-011-580-4.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 04/17/2005 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

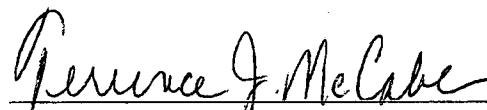
6. The following amounts are due on the mortgage:

Principal Balance	\$ 54,175.56
Interest through 08/19/2005	\$ 6,595.67
(Plus \$ 15.03 per diem thereafter)	
Attorney's Fee	\$ 2,708.78
Corporate Advances	\$ 176.00
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 64,206.01

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

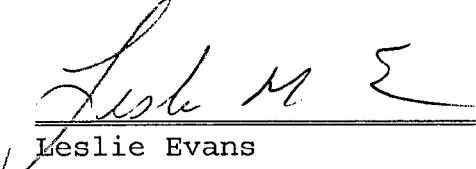
8. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by regular mail with a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

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$64,206.01, together with interest at the rate of \$15.03 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, Leslie Evans, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, HSBC a London Corp s/b/a of Household Finance LLC, and that she is authorized to make this verification and that the foregoing facts are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsification to authorities.


Leslie Evans
Leslie Evans

710202-00-364648

MORTGAGE

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

THIS MORTGAGE is made this day 11TH of JULY 2001, between the
Mortgagor, KENNETH LEE DILLON A/K/A KENNETH L. DILLON, NOT STATED

(herein "Borrower") and Mortgagee **HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY**

a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 2742 OLD ROUTE 220, PLANK ROAD COMMONS, ALTOONA, PA 16601 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

X WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 55,351.04, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated JULY 11, 2001 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on JULY 11, 2031 :

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BOGGS
IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF
PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED
07/20/1998 AND RECORDED 07/24/1998, AMONG THE LAND RECORDS
OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1953
AND PAGE 363. TAX MAP OR PARCEL ID NO.: 105-011-580-4

PA0012A1



*179017307598MTG9000PA0012A1F**POLLARD

* FILE COPY

Exhibit A

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

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

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

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

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

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

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

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

03-01-01 MTG

PA0012A2



*179017307598MTG9000PA0012A2F**POLLARD

* FILE COPY

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

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

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

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

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

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

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

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

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

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

03-01-01 MTG

PA0012A3



*179017307598MTG9000PA0012A3F**POLLARD

* FILE COPY

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

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

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

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

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

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

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

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

PA0012A4

03-01-01 MTG



*179017307598MTG9000PA0012A4F**POLLARD

* FILE COPY

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

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

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

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

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or



agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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

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

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

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

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

03-01-01 MTG

PA0012A6



*179017307598MTG9000PA0012A6F**POLLARD

* FILE COPY

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

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

Kenneth L. Dillon AKA Kenneth Lee Dillon

KENNETH LEE DILLON AKA Borrower
KENNETH L. DILLON

Borrower

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

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY, PLANK RD COMMONS, 2742 OLD RT 220, ALTOONA, PA. 16601

On behalf of the Lender, By: JR MCDONALD Title: BRANCH MGR

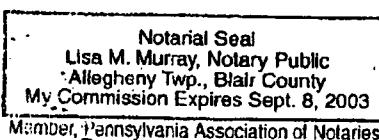
COMMONWEALTH OF PENNSYLVANIA, BLAIR County ss:

I, Lisa M. Murray, a Notary Public in and for said county and state, do hereby certify that KENNETH LEE DILLON AKA KENNETH L. DILLON, NOT STATED

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

Given under my hand and official seal, this 10th day of July, 20 01.

My Commission expires: 9-8-2003



Lisa M. Murray
Notary Public

This instrument was prepared by:

HOUSEHOLD FINANCE CDC
PLANK RD COMMONS, 2742 OLD RT 220
ALTOONA, PA. 16601

(Address)

(Space Below This Line Reserved For Lender and Recorder)

03-01-01 MTG

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

PA0012A7



*179017307598MTG9000PA0012A7F**POLLARD

* FILE COPY

ALL of the right, title and interest of the Grantor in and to all that certain lot or piece of ground situated in the Village of Blue Bell, Boggs Township, Clearfield County, Pennsylvania, being bounded and described as follows to wit:

BEGINNING at corner of Coffee lot on line of Township Road leading to Wallacetown; thence North along said road 72 feet to post; thence East 100 feet to post; thence South 72 feet to corner of said Coffee lot; thence West 100 feet along said Coffee lot to township Road and the place of beginning. Containing 1/5 acre, more or less.

Commonly known as: P.O. Box 140, West Decatur, PA 16878.

Title is vested in: Kenneth Lee Dillon a/k/a Kenneth L. Dillon by deed from Crystal L. Dillon dated 07/20/1998 and recorded on 07/24/1998 in Book/Volume 1953, Page 363.

FILED

OCT 13 2005

William A. Shaw
Prothonotary/Clerk of Courts

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

Attorney for Plaintiff

HSBC, A LONDON CORPORATION,
s/b/m/a HOUSEHOLD FINANCE
CONSUMER DISCOUNT COMPANY

v.

KENNETH L. DILLON a/k/a
KENNETH LEE DILLON

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

1587
NUMBER 05-1578-CD

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

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


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

6K
FILED Atty pd
10:57 AM 7.00
NOV 14 2005 ICC-1 Compl.
to Shff
William A. Shaw
Prothonotary/Clerk of Courts

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

HSBC, a London Corporation, s/b/m/a
Household Finance Consumer
Discount Company
P.O. Box 8604
Elmhurst, IL 60126

v.

Kenneth L. Dillon a/k/a
Kenneth Lee Dillon
198 Blue Ball Road
West Decatur, PA 16878

Attorney for Plaintiff

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

OCT 13 2005

John L. Shaw
Prothonotary/
Clerk of Courts

Clearfield County
Court of Common Pleas

Attest.

Number 05-1587-CD

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

AVISO

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

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

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

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

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

Attorney for Plaintiff

HSBC, a London Corporation, s/b/m/a Household
Finance Consumer Discount Company
P.O. Box 8604
Elmhurst, IL 60126

Clearfield County
Court of Common Pleas

v.
Kenneth L. Dillon a/k/a Kenneth Lee Dillon
198 Blue Ball Road
West Decatur, PA 16878

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is HSBC, a London Corporation, s/b/m/a Household Finance Consumer Discount Company, a corporation duly organized and doing business at the above captioned address.
2. The Defendant is Kenneth L. Dillon a/k/a Kenneth Lee Dillon, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is 198 Blue Ball Road, West Decatur, PA 16878.
3. On 07/10/2001, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #200110730.
4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as P.O. Box 140, West Decatur, PA 16878, Parcel Number 105-011-580-4.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 04/17/2005 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

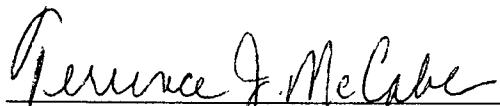
6. The following amounts are due on the mortgage:

Principal Balance	\$ 54,175.56
Interest through 08/19/2005	\$ 6,595.67
(Plus \$ 15.03 per diem thereafter)	
Attorney's Fee	\$ 2,708.78
Corporate Advances	\$ 176.00
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 64,206.01

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

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

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$64,206.01, together with interest at the rate of \$15.03 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, Leslie Evans, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, HSBC of London Corp s/b/a of Household Finance LLC, and that she is authorized to make this verification and that the foregoing facts are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsification to authorities.

Leslie Evans
Leslie Evans

710202-00-304048

MORTGAGE

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

THIS MORTGAGE is made this day 11TH of JULY 2001, between the
Mortgagor, KENNETH LEE DILLON A/K/A KENNETH L. DILLON, NOT STATED

(herein "Borrower") and Mortgagee **HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY**

a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 2742 OLD ROUTE 220, PLANK ROAD COMMONS, ALTOONA, PA 16601 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

X WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 55,351.04, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated JULY 11, 2001 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on JULY 11, 2031 :

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BOGGS
IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF
PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED
07/20/1998 AND RECORDED 07/24/1998, AMONG THE LAND RECORDS
OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1953
AND PAGE 363. TAX MAP OR PARCEL ID NO.: 105-011-580-4
03-01-01 MTG

PA0012A1



*179017307598MTG9000PA0012A1F***POLLARD

* FILE COPY

Exhibit A

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

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

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

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

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

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

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

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

03-01-01 MTG

PA0012A2



*179017307598MTG9000PA0012A2F**POLLARD

* FILE COPY

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

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

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

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

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

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

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

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

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

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

03-01-01 MTG

PA0012A3



*179017307598MTG9000PA0012A3F**POLLARD

* FILE COPY

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

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

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

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

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

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

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

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

PA0012A4

03-01-01 MTG



*179017307598MTG9000PA0012A4F**POLLARD

* FILE COPY

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

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

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

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

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or



agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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

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

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

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

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



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

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

Kenneth L. Dillon AKA Kenneth Lee Dillon

KENNETH LEE DILLON AKA Borrower
KENNETH L. DILLON

Borrower

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

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY, PLANK RD COMMONS, 2742 OLD RT 220, ALTOONA, PA. 16601

On behalf of the Lender. By: JR McDUGAL Title: BRANCH MGR

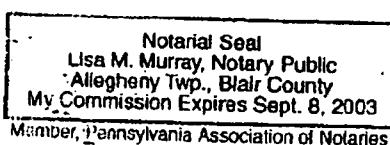
COMMONWEALTH OF PENNSYLVANIA, BLAIR County ss:

I, Lisa M. Murray, a Notary Public in and for said county and state, do hereby certify that KENNETH LEE DILLON AKA KENNETH L. DILLON, NOT STATED

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

Given under my hand and official seal, this 10th day of July, 20 01.

My Commission expires: 9-8-2003



Lisa M. Murray
Notary Public

This instrument was prepared by:

HOUSEHOLD FINANCE CDC
PLANK RD COMMONS (2742) OLD RT 220
ALTOONA, PA. 16601

(Address)

(Space Below This Line Reserved For Lender and Recorder)

03-01-01 MTG

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

PA0012A7



*179017307598MTG9000PA0012A7F**POLLARD

* FILE COPY

ALL of the right, title and interest of the Grantor in and to all that certain lot or piece of ground situated in the Village of Blue Bell, Boggs Township, Clearfield County, Pennsylvania, being bounded and described as follows to wit:

BEGINNING at corner of Coffee lot on line of Township Road leading to Wallacetown; thence North along said road 72 feet to post; thence East 100 feet to post; thence South 72 feet to corner of said Coffee lot; thence West 100 feet along said Coffee lot to township Road and the place of beginning. Containing 1/5 acre, more or less.

Commonly known as: P.O. Box 140, West Decatur, PA 16878.

Title is vested in:

Kenneth Lee Dillon a/k/a Kenneth L. Dillon by deed from Crystal L. Dillon dated 07/20/1998 and recorded on 07/24/1998 in Book/Volume 1953, Page 363.

FILED

NOV 14 2005

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket #

100897

HSBC, A London Corp. s/b/m/a

Case # 05-1587-CD

VS.

KENETH L. DILLON a/k/a KENNETH LEE DILLON

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW November 23, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO KENNETH L. DILLON AKA KENNETH LEE DILLON, DEFENDANT. MOVED TO 128 MARTIN ST., PHILIPSBURG, PA.16866.

SERVED BY: /

FILED

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	MCCABE	68137	10.00
SHERIFF HAWKINS	MCCABE	68137	56.68

NOV 23 2005
2:50 PM
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

So Answers,

____ Day of _____ 2005

Chester A. Hawkins
by Marilyn Heron
Chester A. Hawkins
Sheriff

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

HSBC, a London Corporation, s/b/m/a
Household Finance Consumer
Discount Company
P.O. Box 8604
Elmhurst, IL 60126

v.

Kenneth L. Dillon a/k/a
Kenneth Lee Dillon
198 Blue Ball Road
West Decatur, PA 16878

Attorney for Plaintiff

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

OCT 13 2005

Attest:

Wesley A. C.
Prothonotary
Clerk of Courts

Clearfield County
Court of Common Pleas

Number 05-1587-CJ

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

AVISO

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

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

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

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

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

Attorney for Plaintiff

HSBC, a London Corporation, s/b/m/a Household
Finance Consumer Discount Company
P.O. Box 8604
Elmhurst, IL 60126

Clearfield County
Court of Common Pleas

v.
Kenneth L. Dillon a/k/a Kenneth Lee Dillon
198 Blue Ball Road
West Decatur, PA 16878

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is HSBC, a London Corporation, s/b/m/a Household Finance Consumer Discount Company, a corporation duly organized and doing business at the above captioned address.
2. The Defendant is Kenneth L. Dillon a/k/a Kenneth Lee Dillon, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is 198 Blue Ball Road, West Decatur, PA 16878.
3. On 07/10/2001, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #200110730.
4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as P.O. Box 140, West Decatur, PA 16878, Parcel Number 105-011-580-4.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 04/17/2005 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

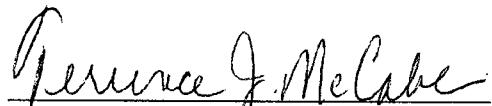
6. The following amounts are due on the mortgage:

Principal Balance	\$ 54,175.56
Interest through 08/19/2005	\$ 6,595.67
(Plus \$ 15.03 per diem thereafter)	
Attorney's Fee	\$ 2,708.78
Corporate Advances	\$ 176.00
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 64,206.01

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

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

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$64,206.01, together with interest at the rate of \$15.03 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, Leslie Evans, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, HSBC of London Corps/b/m/a of Household Finance LLC, and that she is authorized to make this verification and that the foregoing facts are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsification to authorities.

Leslie Evans
Leslie Evans

710202-00-364048

MORTGAGE

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

THIS MORTGAGE is made this day 14TH of JULY 2001, between the
Mortgagor, KENNETH LEE DILLON A/K/A KENNETH L. DILLON, NOT STATED

(herein "Borrower") and Mortgagee **HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY**

a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 2742 OLD ROUTE 220, PLANK ROAD COMMONS, ALTOONA, PA 16601 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 55,351.04, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated JULY 11, 2001 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on JULY 11, 2031.

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BOGGS
IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF
PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED
07/20/1998 AND RECORDED 07/24/1998, AMONG THE LAND RECORDS
OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1953
AND PAGE 363. TAX MAP OR PARCEL ID NO.: 105-011-580-4
03-01-01 MTG

PA0012A1



*179017307598MTG9000PA0012A1F***POLLARD

FILE COPY

Exhibit A

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

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

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

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

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

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

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

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

03-01-01 MTG

PA0012A2



*179017307598MTG9000PA0012A2F**POLLARD

* FILE COPY

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

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

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

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

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

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

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

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

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

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

03-01-01 MTG

PA0012A3



*17901730759BMTG9000PA0012A3F**POLLARD

* FILE COPY

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

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

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

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

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

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

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

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

PA0012A4

03-01-01 MTG



*179017307598MTG9000PA0012A4F**POLLARD

* FILE COPY

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

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

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

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

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or

03-01-01 MTG

PAD012A5



*179017307598MTG9000PA0012A5F***POLLARD

* FILE COPY

agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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

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

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

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

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

03-01-01 MTG

PA0012A6



*179017307598MTG9000PA0012A6F**POLLARD

* FILE COPY

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

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

Kenneth L. Dillon AKA Kenneth L. Dillon

KENNETH LEE DILLON AKA Borrower
KENNETH L. DILLON

Borrower

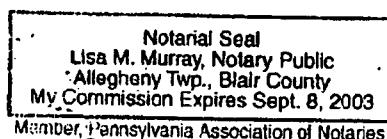
I hereby certify that the precise address of the Lender (Mortgagee) is: HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY, PLANK RD COMMONS, 2742 OLD RT 220, ALTOONA, PA. 16601
On behalf of the Lender. By: JR McDUGAL Title: BRANCH MGR
COMMONWEALTH OF PENNSYLVANIA, BLAIR County ss:

I, Lisa M. Murray, a Notary Public in and for said county and state, do hereby certify that KENNETH LEE DILLON AKA KENNETH L. DILLON, NOT STATED

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

Given under my hand and official seal, this 10th day of July, 20 01.

My Commission expires: 9-8-2003



Lisa M. Murray
Notary Public

This instrument was prepared by:

HOUSEHOLD FINANCE CDC
PLANK RD COMMONS, 2742 OLD RT 220
ALTOONA, PA. 16601

(Address)

(Space Below This Line Reserved For Lender and Recorder)

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

PA0012A7

03-01-01 MTG



*179017307598MTG9000PA0012A7F**POLLARD

* FILE COPY

ALL of the right, title and interest of the Grantor in and to all that certain lot or piece of ground situated in the Village of Blue Bell, Boggs Township, Clearfield County, Pennsylvania, being bounded and described as follows to wit:

BEGINNING at corner of Coffee lot on line of Township Road leading to Wallacetown; thence North along said road 72 feet to post; thence East 100 feet to post; thence South 72 feet to corner of said Coffee lot; thence West 100 feet along said Coffee lot to township Road and the place of beginning. Containing 1/5 acre, more or less.

Commonly known as: P.O. Box 140, West Decatur, PA 16878.

Title is vested in: **Kenneth Lee Dillon a/k/a Kenneth L. Dillon** by deed from Crystal L. Dillon dated 07/20/1998 and recorded on 07/24/1998 in Book/Volume 1953, Page 363.

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

HSBC, a London Corporation, s/b/m/a
Household Finance Consumer
Discount Company
P.O. Box 8604
Elmhurst, IL 60126

v.

Kenneth L. Dillon a/k/a
Kenneth Lee Dillon
198 Blue Ball Road
West Decatur, PA 16878

Attorney for Plaintiff

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

OCT 13 2005

Clearfield County
Court of Common Pleas

Attest.

William B. Shaw
Prothonotary/
Clerk of Courts

Number

05-1587-CD

COPY

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

AVISO

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

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

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

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

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

Attorney for Plaintiff

HSBC, a London Corporation, s/b/m/a Household
Finance Consumer Discount Company
P.O. Box 8604
Elmhurst, IL 60126

Clearfield County
Court of Common Pleas

v.
Kenneth L. Dillon a/k/a Kenneth Lee Dillon
198 Blue Ball Road
West Decatur, PA 16878

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is HSBC, a London Corporation, s/b/m/a Household Finance Consumer Discount Company, a corporation duly organized and doing business at the above captioned address.

2. The Defendant is Kenneth L. Dillon a/k/a Kenneth Lee Dillon, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is 198 Blue Ball Road, West Decatur, PA 16878.

3. On 07/10/2001, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #200110730.

4. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as P.O. Box 140, West Decatur, PA 16878, Parcel Number 105-011-580-4.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 04/17/2005 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

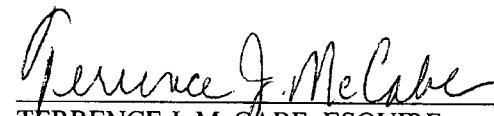
6. The following amounts are due on the mortgage:

Principal Balance	\$ 54,175.56
Interest through 08/19/2005	\$ 6,595.67
(Plus \$ 15.03 per diem thereafter)	
Attorney's Fee	\$ 2,708.78
Corporate Advances	\$ 176.00
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 64,206.01

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

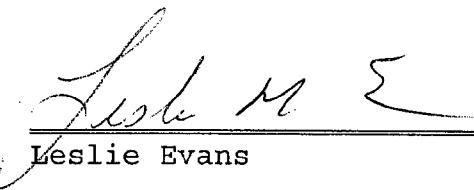
8. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by regular mail with a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

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$64,206.01, together with interest at the rate of \$15.03 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, Leslie Evans, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, HSBC of London Corps/b/m of Household Finance LLC, and that she is authorized to make this verification and that the foregoing facts are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsification to authorities.



Leslie Evans

710202-00-364648

MORTGAGE

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

THIS MORTGAGE is made this day 11TH of JULY 2001, between the
Mortgagor, KENNETH LEE DILLON A/K/A KENNETH L. DILLON, NOT STATED

(herein "Borrower") and Mortgagee HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 2742 OLD ROUTE 220, PLANK ROAD COMMONS, ALTOONA, PA 16601 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 55,351.04 evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated JULY 11, 2001 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on JULY 11, 2031.

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

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

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BOGGS
IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF
PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED
07/20/1998 AND RECORDED 07/24/1998, AMONG THE LAND RECORDS
OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1953
AND PAGE 363. TAX MAP OR PARCEL ID NO.: 105-011-580-4

PA0012A1



*179017307598MTG9000PA0D12A1F***POLLARD

* FILE COPY

Exhibit A

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

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

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

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

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

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

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

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

03-01-01 MTG

PA0012A2



*179017307598MTG9000PA0012A2F**POLLARD

* FILE COPY

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

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

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

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

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

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

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

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

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

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

03-01-01 MTG

PA0012A3



*17901730759BMTG9000PA0012A3F**POLLARD

* FILE COPY

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

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

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

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

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

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

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

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

PA0012A4

03-01-01 MTG



*179017307598MTG9000PA0012A4F**POLLARD

* FILE COPY

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

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

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

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

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or



agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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

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

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

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

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

03-01-01 MTG

PA0012A6



*179017307598MTG9000PA0012A6F**POLLARD

* FILE COPY

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

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

Kenneth L. Dillon and Kenneth Lee Dillon

KENNETH LEE DILLON AKA *Borrower*
KENNETH L. DILLON

Borrower

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

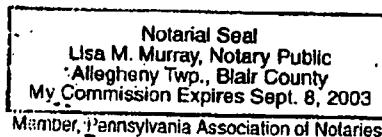
HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY, PLANK RD COMMONS, 2742 OLD RT 220, ALTOONA, PA. 16601
On behalf of the Lender. By: JR MODICAL Title: BRANCH MGR
COMMONWEALTH OF PENNSYLVANIA, BLAIR County ss:

I, Lisa M. Murray a Notary Public in and for said county and state, do hereby certify that KENNETH LEE DILLON AKA KENNETH L. DILLON, NOT STATED

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

Given under my hand and official seal, this 10th day of July, 20 01.

My Commission expires: 9-8-2003



Lisa M. Murray
Notary Public

This instrument was prepared by:

HOUSEHOLD FINANCE CDC
PLANK RD COMMONS (N#2742) OLD RT 220
ALTOONA, PA. 16601

(Address)

(Space Below This Line Reserved For Lender and Recorder)

03-01-01 MTG

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

PA0012A7



*179017307598MTG9000PA0012A7F**POLLARD

* FILE COPY

ALL of the right, title and interest of the Grantor in and to all that certain lot or piece of ground situated in the Village of Blue Bell, Boggs Township, Clearfield County, Pennsylvania, being bounded and described as follows to wit:

BEGINNING at corner of Coffee lot on line of Township Road leading to Wallacetown; thence North along said road 72 feet to post; thence East 100 feet to post; thence South 72 feet to corner of said Coffee lot; thence West 100 feet along said Coffee lot to township Road and the place of beginning. Containing 1/5 acre, more or less.

Commonly known as: P.O. Box 140, West Decatur, PA 16878.

Title is vested in:

Kenneth Lee Dillon a/k/a Kenneth L. Dillon by deed from Crystal L. Dillon dated 07/20/1998 and recorded on 07/24/1998 in Book/Volume 1953, Page 363.

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERENCE J. McCABE, ESQUIRE

Identification Number 16496

First Union Building

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

Attorney for Plaintiff

HSBC, a London Corporation, s/b/m/a
Household Finance Consumer Discount
Company

v.

Kenneth L. Dillon a/k/a Kenneth Lee Dillon

Clearfield County
Court of Common Pleas

Number 05-1587-CD

ORDER

And now this day of 2006, it is hereby ordered that the
Prothonotary accept the verification of counsel for the plaintiff in lieu of the sheriff's
return of service and the Prothonotary further accept the Praecept of Default
Judgment and Assessment of Damages and Praecept of Writ of Execution and all
subsequent filings.

BY THE COURT:

J.

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

Attorney for Plaintiff

FILED
m/12/2006
FEB 24 2006
NOCC
GR

William A. Shaw
Prothonotary/Clerk of Courts

HSBC, a London Corporation, s/b/m/a
Household Finance Consumer Discount
Company

Clearfield County
Court of Common Pleas

v.

Kenneth L. Dillon a/k/a Kenneth Lee Dillon

Number 05-1587-CD

MOTION FOR DEFAULT JUDGMENT AND ASSESSMENT OF DAMAGES

- 1) Plaintiff filed a Complaint in Mortgage Foreclosure.
- 2) The Sheriff notified the Plaintiff that service was effectuated as set forth in Paragraph 3.
- 3) The Sheriff served the Complaint in Mortgage Foreclosure on the Defendant Kenneth L. Dillon a/k/a Kenneth Lee Dillon on December 12, 2005.
- 4) The Sheriff has not been able to file with the Prothonotary forthwith a return of service as required by Pennsylvania Rule of Civil Procedure 405(a)(e).
- 5) Plaintiff attempted to file its Praeclipe for Default Judgment and Assessment of Damages and Writ of Execution.
- 6) The Default Judgment and Writ of Execution has been rejected by the Prothonotary for the none compliance by the Sheriff with Pennsylvania Rule of Civil Procedure 405(a)(e).
- 7) All other Pennsylvania Rules of Civil Procedure have been complied with.
- 8) Plaintiff rights are being prejudiced.
- 9) Pennsylvania Rule of Civil Procedure are not to be strictly construed.

- 10) The verification of the Plaintiff is attached setting forth that service was made.
- 11) The aforesaid verification should suffice as substantially compliant with Pennsylvania Rule of Civil Procedure 405(a)(e).

Wherefore, Plaintiff prays that an order be entered. Ordering the Prothonotary to accept Plaintiff's verification as compliant with the above cited rule therefore allowing the Prothonotary to accept Plaintiff's Praeclipe to Default Judgment, Writ of Execution and all other subsequent filings.

T. McCabe
TERRENCE J. McCABE, ESQUIRE

VERIFICATION

I, Terrence J. McCabe certifies to the best of his knowledge information and belief that the Sheriff of Clearfield County deputized the Sheriff of Centre County and served the defendant Kenneth L. Dillon a/k/a Kenneth Lee Dillon in the above-captioned matter on the December 12, 2005.

February 23, 2006
DATE

T. McCabe
TERRENCE J. MCCABE, ESQUIRE

RECEIVED
CLERK OF THE COURT OF APPEALS
STATE OF WASHINGTON
FEB 24 2006

FILED
FEB 24 2006
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

HSBC, a LONDON CORPORATION, s/b/m/a of
HOUSEHOLD FINANCE CONSUMER DISCOUNT
COMPANY,

Plaintiff

*

*

*

*

*

*

*

*

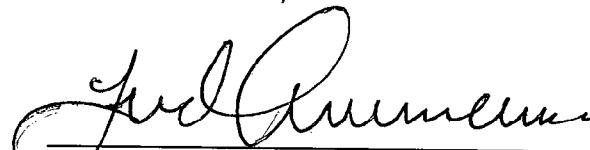
vs.
KENNETH L. DILLON a/k/a KENNETH LEE DILLON,
Defendant

NO. 05-1587-CD

ORDER

NOW, this 27th day of February, 2006, the Court noting the difficulties caused relative no Sheriff's Return having yet been filed with the Prothonotary, and in consideration of Pa. R.C.P. 405 (a) and the Plaintiff's Motion for Default Judgment and Assessment of Damages, it is the ORDER of this Court that the Sheriff cause a Return of Service to be filed with the Prothonotary by no later than 3:30 p.m. on Wednesday, March 1, 2006. The Prothonotary shall notify the Court and counsel for the Plaintiff as to the filing of the return.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

01/23/06

FEB 27 2006

1cc hand-delivered
to Shft by Doris F.

2cc Atty McCabe
w/memo

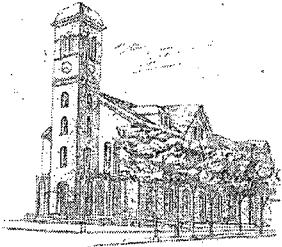
William A. Shaw
Prothonotary

©

FILED

FEB 27 2006

William A. Shaw
Prothonotary



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

DATE: 2/27/04

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)/Attorney(s)

Defendant(s)/Attorney(s)

Other

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20297

NO: 05-1587-CD

PLAINTIFF: HSBC, A LONDON CORPORATION S/B/M/A HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: KENNETH L. DILLON A/K/A KENNETH LEE DILLON

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 03/08/2006

LEVY TAKEN 03/20/2006 @ 9:38 AM

POSTED 03/20/2006 @ 9:38 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 10/09/2006

DATE DEED FILED **NOT SOLD**

FILED
013:43321
OCT 09 2006
JF

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

04/07/2006 @ 5:20 PM SERVED KENNETH L. DILLON A/K/A KENNETH LEE DILLON

CENTRE COUNTY SERVED KENNETH DILLON A/K/A KENNETH LEE DILLON AT HIS RESIDENCE 128 MARTIN STREET, CENTRE COUNTY, PENNSYLVANIA BY HANDING TO KENNETH L. DILLON

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.

@ SERVED KENNETH L. DILLON A/K/A KENNETH LEE DILLON

HOUSE EMPTY NOT SERVED

@ SERVED

NOW, MAY 4, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR MAY 5, 2006 TO JUNE 2, 2006.

@ SERVED

NOW, JUNE 1, 2006 RECEIVED A FAX LETTER TO STAY THE SHERIFF SALE SCHEDULED FOR JUNE 2, 2006. NOT ENOUGH EQUITY IN PROPERTY TO PRECEED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20297
NO: 05-1587-CD

PLAINTIFF: HSBC, A LONDON CORPORATION S/B/M/A HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: KENNETH L. DILLON A/K/A KENNETH LEE DILLON

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$209.67

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

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

HSBC, a London Corporation s/b/m/a/
Household Finance Consumer Discount Company,

Vs.

NO.: 2005-01587-CD

Kenneth L. Dillon, a/ka/ Kenneth Lee Dillon

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due HSBC, a LONDON CORPORATION s/b/m/a HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY, Plaintiff(s) from KENNETH L. DILLON, a/k/a KENNETH LEE DILLON, Defendant(s):

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

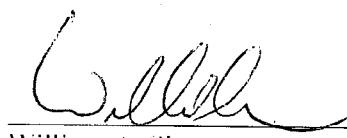
AMOUNT DUE/PRINCIPAL: \$66,206.01
INTEREST: \$ from 01/24/06 (to date of sale, per
diem \$10.88)
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 3/8/2006

PAID: \$132.00
SHERIFF: \$

OTHER COSTS: \$

Received this writ this 8th day
of March A.D. 2006
At 2:45 A.M./P.M.

Chesler A. Henklein
Sheriff by Cynthia Bitter-Coughlin



William A. Shaw
Prothonotary/Clerk Civil Division

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

LEGAL DESCRIPTION

All of the right, title and interest of the Grantor in and to all that certain lot or piece of ground situated in the village of Blue Bell, Boggs Township, Clearfield County, Pennsylvania, being bounded and described as follows to wit:

BEGINNING at corner of Coffee lot on line of Township Road leading to Wallacetown; thence North along said road 72 feet to post; thence East 100 feet to post; thence South 72 feet to corner of said Coffee lot; thence West 100 feet along said Coffee lot; thence West 100 feet along said Coffee lot to township Road and the place of beginning. Containing 1/5 acre, more or less.

Being Known as: P.O. Box 140; West Decatur, PA 16878

To be sold as the property: Kenneth L. Dillon a/k/a Kenneth Lee Dillon

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME KENNETH L. DILLON A/K/A KENNETH LEE DILLON

NO. 05-1587-CD

NOW, October 09, 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 June 02, 2006, I exposed the within described real estate of Kenneth L. Dillon A/K/A Kenneth Lee Dillon to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	9.79
LEVY	15.00
MILEAGE	9.79
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	6.09
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	10.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$209.67

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	66,206.01
INTEREST @ 10.8800	1,403.52
FROM 01/24/2006 TO 06/02/2006	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$67,629.53
COSTS:	
ADVERTISING	315.70
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	209.67
LEGAL JOURNAL COSTS	162.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$959.37

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
McCABE, WEISBERG & CONWAY, P.C.

TERRENCE J. McCABE

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

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

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

June 1, 2006

Sheriff of Clearfield County
 Clearfield County Courthouse
 230 East Market Street
 Clearfield, PA 16830

Re: HSBC, a London Corporation, s/b/m/a Household Finance Consumer Discount Company
 vs.
 Kenneth L. Dillon a/k/a Kenneth Lee Dillon and Emma Dillon
 Clearfield County; Court of Common Pleas; No. 05-1587-CD
 Premises: P.O. Box 140, West Decatur, PA, 16878
Date of Sheriff's Sale: June 2, 2006

Dear Sheriff:

As you know, the above-captioned property is currently listed for the June 2, 2006 Sheriff's Sale. I am writing to you at this time to request that you stay the Sale. Our client has walked from the property as there is not enough equity to proceed to sale. -

In addition, please return the Writ to the Prothonotary and forward any refund due my client.

As acknowledgment of this stay, I would appreciate your signing or time-stamping a copy of this letter and faxing the same to my attention. If you have any questions, please contact me. Thank you for your cooperation.

Very truly yours,

Liz DeSimone
 Liz DeSimone
 Legal Assistant

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

Christopher B. DeSimone
 SIGNATURE

6/1/06
 DATE

LAW OFFICES
McCABE, WEISBERG & CONWAY, P.C.

TERRENCE J. McCABE

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

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

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

May 4, 2006

Sheriff of Clearfield County
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Re: HSBC, a London Corporation, s/b/m/a Household Finance Consumer Discount Company
vs.
Kenneth L. Dillon a/k/a Kenneth Lee Dillon and Emma Dillon
Clearfield County, Court of Common Pleas; No. 05-1587-CD
Premises: P.O. Box 140, West Decatur, PA, 16878

Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the May 5, 2006 Sheriff's Sale. I am requesting at this time that you postpone this matter to the June 2, 2006 Sheriff's Sale.

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

Very truly yours,

Liz DeSimone
Liz DeSimone
Legal Assistant

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

Connie Ruth Aufderg
SIGNATURE

5/4/06
DATE



CHESTER A. HAWKINS
SHERIFF

**Sheriff's Office
Clearfield County**

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

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

ROBERT SNYDER

CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20297

TERM & NO. 05-1587-CD

HSBC, A LONDON CORPORATION S/B/M/A HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

vs.

KENNETH L. DILLON A/K/A KENNETH LEE DILLON

DOCUMENTS TO BE SERVED:
NOTICE OF SALE
WRIT OF EXECUTION
COPY OF LEVY

SERVE BY: ASAP

**MAKE REFUND PAYABLE TO MCCABE, WEISBERG & CONWAY
RETURN TO BE SENT TO THIS OFFICE**

SERVE: KENNETH L. DILLON A/K/A KENNETH LEE DILLON

ADDRESS: 128 MARTIN STREET
PHILIPSBURG, PA 16866

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF CENTRE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Wednesday, March 29, 2006.

RESPECTFULLY,

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

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

153536 XA
RJ

SHERIFF'S OFFICE

CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN		INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do Not detach any copies.							
1. Plaintiff(s) <i>HSBC</i>	2. Case Number <i>05-1587-C</i>								
3. Defendant(s) <i>Kenneth Dillon</i>	4. Type of Writ or Complaint: <i>NOTICE OF SALE</i>								
SERVE → { 5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. <i>Kenneth Dillon</i> AT { 6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) <i>128 Martin St. Philipsburg</i>									
7. Indicate unusual service: <input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other									
Now, <u>20</u> I, SHERIFF OF CENTRE COUNTY, PA., do hereby depose the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. _____ Sheriff of Centre County									
8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE									
NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN – Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.									
9. Print/Type Name and Address of Attorney/Originator	10. Telephone Number	11. Date							
	12. Signature								
SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE									
13. I acknowledge receipt of the writ or complaint as indicated above.	SIGNATURE of Authorized CCSD Deputy of Clerk and Title	14. Date Filed							
TO BE COMPLETED BY SHERIFF									
16. Served and made known to <i>Kenneth Dillon</i> , on the <u>7</u> day of <i>April</i> , 20 <u>06</u> , at <u>5:20</u> o'clock, <u>P</u> m., at <u>SAME AS ABOVE ADDRESS</u> , County of Centre									
Commonwealth of Pennsylvania, in the manner described below:									
<input checked="" type="checkbox"/> Defendant(s) personally served. <input type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is _____ <input type="checkbox"/> Adult in charge of Defendant's residence. <input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) resides(s). <input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business. <input type="checkbox"/> _____ and officer of said Defendant company. <input type="checkbox"/> Other _____									
On the _____ day of _____, 20_____, at _____ o'clock, _____ M.									
Defendant not found because:									
<input type="checkbox"/> Moved <input type="checkbox"/> Unknown <input type="checkbox"/> No Answer <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____									
Remarks:									
Advance Costs <i>9.00</i>	Docket <i>9.00</i>	Service <u>—</u>	Sur Charge <u>—</u>	Affidavit <i>2-50</i>	Mileage <i>24.00</i>	Postage <i>.50</i>	Misc. <i>1.00</i>	Total Costs <i>46.00</i>	Costs Due or Refund <u>—</u>
17. AFFIRMED and subscribed to before me this <u>2</u> <i>20 day of June 2006</i>			So Answer.						
23. COMMONWEALTH OF PENNSYLVANIA Notary Public Corinne H. Peters, Notary Public Bellefonte Boro, Centre County My Commission Expires Sept. 5, 2009			18. Signature of Dep. Sheriff <i>Corinne H. Peters</i>						
			19. Date <i>4-10-06</i>						
			21. Signature of Sheriff <i>Corinne H. Peters</i>						
			22. Date <u>—</u>						
			SHERIFF OF CENTRE COUNTY						
			Amount Pd. Page <i>3536-AA</i>						
24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE			25. Date Received						

FILED

OCT 09 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101004
NO: 05-1587-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC a London Corporation, s/b/m/a Household Fiance Consumer
vs.
DEFENDANT: KENNETH L. DILLON a/k/a KENENTH LEE DILLON

SHERIFF RETURN

NOW, November 23, 2005, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KENNETH L. DILLON aka KENNETH LEE DILLON.

NOW, December 12, 2005 AT 4:33 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KENNETH L. DILLON aka KENNETH LEE DILLON, DEFENDANT. THE RETURN OF CENTRE COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
01/28/2006
FEB 28 2006
LM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101004
NO: 05-1587-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC a London Corporation, s/b/m/a Household Fiance Consumer
vs.

DEFENDANT: KENNETH L. DILLON a/k/a KENENTH LEE DILLON

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MCCABE	69750	10.00
SHERIFF HAWKINS	MCCABE	69750	21.00
CENTRE CO.	MCCABE	69759	65.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2006



by *Chester A. Hawkins*
Chester A. Hawkins

Chester A. Hawkins
Sheriff

SHERIFF'S OFFICE

CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

1004

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do not detach any copies.

1. Plaintiff(s)	2. Case Number								
<i>HSBC a London Corp. et al</i>		<i>05-1587</i>							
3. Defendant(s)	4. Type of Writ or Complaint:								
<i>Kenneth Dillon</i>		<i>Complaint</i>							
SERVE → AT	5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levyed, Attached or Sold.								
	6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)								
128 Martin St. Philipsburg, Pa 16866									
7. Indicate unusual service: <input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other									
Now, <u>20</u> I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. <u>Sheriff of Centre County</u>									
8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE									
<p>NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN -- Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.</p>									
9. Print/Type Name and Address of Attorney/Originator	10. Telephone Number	11. Date							
	12. Signature								
SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE									
13. I acknowledge receipt of the writ or complaint as indicated above.	SIGNATURE of Authorized CCSD Deputy of Clerk and Title	14. Date Filed	15. Expiration/Hearing Date						
TO BE COMPLETED BY SHERIFF									
16. Served and made known to <u>Kenneth Dillon</u> , on the <u>12</u> day of <u>Dec</u> ,									
20 <u>05</u> , at <u>4:33</u> o'clock, <u>F</u> m., at <u>SAME AS ABOVE</u> , County of Centre									
Commonwealth of Pennsylvania, in the manner described below:									
<input checked="" type="checkbox"/> Defendant(s) personally served. <ul style="list-style-type: none"> <input type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is _____ <input type="checkbox"/> Adult in charge of Defendant's residence. <input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) resides(s). <input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business. <input type="checkbox"/> _____ and officer of said Defendant company. <input type="checkbox"/> Other _____ 									
On the _____ day of _____, 20_____, at _____ o'clock, _____ M.									
Defendant not found because:									
<input type="checkbox"/> Moved <input type="checkbox"/> Unknown <input type="checkbox"/> No Answer <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____									
Remarks:									
Advance Costs <u>75.00</u>	Docket <u>9.00</u>	Service <u>9.00</u>	Sur Charge <u>0</u>	Affidavit <u>2.50</u>	Mileage <u>43.00</u>	Postage <u>.50</u>	Misc. <u>1.00</u>	Total Costs <u>65.00</u>	Costs Due or Refund <u>-0-</u>
17. AFFIRMED and subscribed to before me this <u>14</u>				So Answer.					
20. day of <u>Dec.</u> 2005	18. Signature of Dep. Sheriff 						19. Date		
23. <u>Arenne Peters</u> Notary Public							<u>12/13/05</u>		
COMMONWEALTH OF PENNSYLVANIA Notarial Seal				21. Signature of Sheriff					
My Commission Expires <u>Sept 15, 2009</u>				22. Date					
24. I ACKNOWLEDGE RECEIVED CENTRE COUNTY SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND DATE				25. Date Received					



CHESTER A. HAWKINS
SHERIFF

**Sheriff's Office
Clearfield County**

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

1343
OFFICE (814) 765-2641 EXT. 5986
AFTER 4:00 P.M. (814) 765-1533
FAX (814) 765-5915
ROBERT SNYDER
CHIEF DEPUTY
MARILYN HAMM
DEPT. CLERK
CYNTHIA AUGHENBAUGH
OFFICE MANAGER
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 101004

TERM & NO. 05-1587-CD

HSBC a London Corporation, s/b/m/a Household Fiance Consumer

COMPLAINT IN MORTGAGE FORECLOSURE

vs.

KENNETH L. DILLON a/k/a KENENTH LEE DILLON

SERVE BY: 12/14/05

MAKE REFUND PAYABLE TO MCCABE, WEISBERG & CONWAY, ESQ.

SERVE: KENNETH L. DILLON aka KENNETH LEE DILLON

ADDRESS: 128 MARTIN ST., PHILIPSBURG, PA 16866

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF CENTRE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, November 23, 2005.

RESPECTFULLY,

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

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

Pg. 3254-2A
Pl. 75.2

FILED

FEB 28 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

Attorney for Plaintiff

HSBC, a London Corporation, s/b/m/a
Household Finance Consumer Discount
Company

v.

Kenneth L. Dillon a/k/a Kenneth Lee Dillon

Clearfield County
Court of Common Pleas

FILED *M 13 15 06* 20.00
MAR 02 2006
Statement
William A. Shaw
Prothonotary/Clerk of Courts
ICCA Notice
to Def.
(GP)

Number 05-1587-CD

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

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

Principal	\$ 64,206.01
Interest from 08/20/2005 - 01/23/2006	\$ 2,359.71
<hr/> TOTAL	\$ 66,206.01

T. McCabe
TERRENCE J. McCABE, ESQUIRE

AND NOW, this 2nd day of March, 2006, Judgment is entered in favor of Plaintiff, HSBC, a London Corporation, s/b/m/a Household Finance Consumer Discount Company, and against Defendant, Kenneth L. Dillon a/k/a Kenneth Lee Dillon, and damages are assessed in the amount of \$ 66,206.01, plus interest and costs.

BY THE PROTHONOTARY:

William A. Shaw

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

Attorney for Plaintiff

HSBC, a London Corporation, s/b/m/a
Household Finance Consumer Discount
Company

v.

Kenneth L. Dillon a/k/a Kenneth Lee Dillon

Clearfield County
Court of Common Pleas

Number 05-1587-CD

AFFIDAVIT OF NON-MILITARY SERVICE

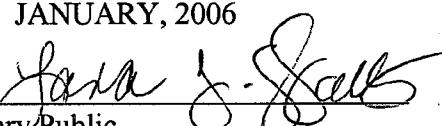
COMMONWEALTH OF PENNSYLVANIA:

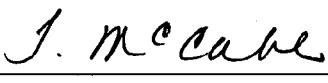
SS.

COUNTY OF PHILADELPHIA :

The undersigned, being duly sworn according to law, deposes and says that the Defendants are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended; and that the Defendant, Kenneth L. Dillon a/k/a Kenneth Lee Dillon, is over eighteen (18) years of age and resides at 128 Martin Street, Philipsburg, PA 16866;

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 23rd DAY
OF JANUARY, 2006


Notary Public


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

NOTARIAL SEAL
Lana T. Watts, Notary Public
City of Philadelphia, Philadelphia County
My commission expires November 22, 2008

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

Attorney for Plaintiff

HSBC, a London Corporation, s/b/m/a
Household Finance Consumer Discount
Company

v.

Kenneth L. Dillon a/k/a Kenneth Lee Dillon

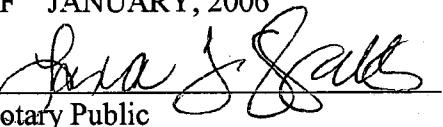
Clearfield County
Court of Common Pleas

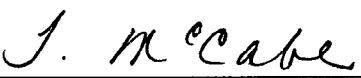
Number 05-1587-CD

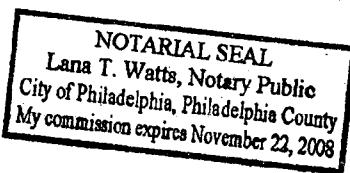
CERTIFICATION

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

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 23rd DAY
OF JANUARY, 2006


Notary Public


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff



VERIFICATION

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

T. McCabe
TERRENCE J. McCABE, ESQUIRE

FILED
MAR 02 2006

William A. Shaw
Prothonotary/Clerk of Courts

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



COPY

William A. Shaw
Prothonotary

To: Kenneth L. Dillon a/k/a Kenneth Lee Dillon
128 Martin Street,
Philipsburg, PA 16866

HSBC, a London Corporation, s/b/m/a
Household Finance Consumer Discount
Company

v.

Kenneth L. Dillon a/k/a Kenneth Lee Dillon

Clearfield County
Court of Common Pleas

Number 05-1587-CD

NOTICE

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


3/21/06
William A. Shaw
Prothonotary

Judgment by Default
 Money Judgment
 Judgment in Replevin
 Judgment for Possession

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

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

 COPY

HSBC
Household Finance Consumer Discount
Company
Plaintiff(s)

No.: 2005-01587-CD

Real Debt: \$66,206.01

Atty's Comm: \$

Vs.

Costs: \$

Kenneth L. Dillon
Defendant(s)

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 2, 2006

Expires: March 2, 2011

Certified from the record this 2nd day of March, 2006.



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

Praeclipe for Writ of Execution-MORTGAGE FORECLOSURE

HSBC, a London Corporation s/b/m/a
Household Finance Consumer Discount
Company

vs.

Kenneth L. Dillon a/k/a Kenneth Lee Dillon

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

05-1587-CD

NO. TERM

FILED

PRAEICE FOR WRIT OF EXECUTION

MAR 08 2006
M 12:30 PM
William A. Shaw
Prothonotary/Clerk of Courts

To the Prothonotary:

3. Against the following property in the hands of (name) _____
Kenneth L. Dillon a/k/a Kenneth Lee Dillon

4. And index this writ;

(a) against Kenneth L. Dillon a/k/a Kenneth Lee Dillon Defendant(s) and

(b) against _____ as Garnishee

As a lis pendens against real property of the defendant(s) in name
of garnishee as follows, P.O. Box 140, West Decatur, PA 16878

(If space insufficient, attach extra sheets)

5. Amount Due \$ 66,206.01

Interest from 01/24/2006 -
(to date of sale, per diem \$10.88)

Costs (to be added)

\$ 66,206.01

\$

S

Prothonotary costs 132.00

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

05-1587-CD
NO. TERM

RECEIVED WRIT THIS DAY

OF A.D.

NO. TERM

AT M

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

HSBC, a London Corporation s/b/m/a
Household Finance Consumer Discount
Company

VS.

Kenneth L. Dillon a/k/a Kenneth Lee
Dillon

(MORTGAGE FORECLOSURE)

Praecept for Writ of Execution

EXECUTION DEBT 66,206.01

INTEREST FROM
01/24/2006 -

PROTHONOTARY

USE ATTORNEY

USE PLAINTIFF

ATTORNEY'S COMM.

SATISFACTION

SHERIFF

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

LEGAL DESCRIPTION

All of the right, title and interest of the Grantor in and to all that certain lot or piece of ground situated in the village of Blue Bell, Boggs Township, Clearfield County, Pennsylvania, being bounded and described as follows to wit:

BEGINNING at corner of Coffee lot on line of Township Road leading to Wallacetown; thence North along said road 72 feet to post; thence East 100 feet to post; thence South 72 feet to corner of said Coffee lot; thence West 100 feet along said Coffee lot; thence West 100 feet along said Coffee lot to township Road and the place of beginning. Containing 1/5 acre, more or less.

Being Known as: P.O. Box 140, West Decatur, PA 16878

To be sold as the property: Kenneth L. Dillon a/k/a Kenneth Lee Dillon

FILED

MAR 08 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

**HSBC, a London Corporation s/b/m/a/
Household Finance Consumer Discount Company,**

Vs.

NO.: 2005-01587-CD

Ken'neth L. Dillon, a/ka/ Kenneth Lee Dillon

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due HSBC, a LONDON CORPORATION s/b/m/a HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY, Plaintiff(s) from KENNETH L. DILLON, a/k/a KENNETH LEE DILLON, Defendant(s):

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

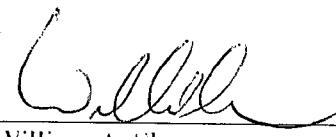
AMOUNT DUE/PRINCIPAL: \$66,206.01
INTEREST: \$from 01/24/06 (to date of sale, per
diem \$10.88)
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 3/8/2006

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

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

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

Sheriff



William A. Shaw
Prothonotary/Clerk Civil Division

LEGAL DESCRIPTION

All of the right, title and interest of the Grantor in and to all that certain lot or piece of ground situated in the village of Blue Bell, Boggs Township, Clearfield County, Pennsylvania, being bounded and described as follows to wit:

BEGINNING at corner of Coffee lot on line of Township Road leading to Wallacetown; thence North along said road 72 feet to post; thence East 100 feet to post; thence South 72 feet to corner of said Coffee lot; thence West 100 feet along said Coffee lot; thence West 100 feet along said Coffee lot to township Road and the place of beginning. Containing 1/5 acre, more or less.

Being Known as: P.O. Box 140, West Decatur, PA 16878

To be sold as the property: Kenneth L. Dillon a/k/a Kenneth Lee Dillon

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
123 South Broad Street, Suite 208C
Philadelphia, PA 19109
(215) 790-1010

HSBC, a London Corporation s/b/m/a Household Finance Consumer Discount Company vs. Kenneth L. Dillon a/k/a Kenneth Lee Dillon	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 05-1587-CD
---	--

AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at P.O. Box 140, West Decatur, PA 16878, a copy of the description of said property is attached hereto and marked Exhibit "A."

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

Name _____ Address _____

Kenneth L. Dillon a/k/a
Kenneth Lee Dillon 198 Blue Ball Road
West Decatur, PA 16878

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

Name _____ Address _____

Kenneth L. Dillon a/k/a
Kenneth Lee Dillon 198 Blue Ball Road
West Decatur, PA 16878

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

Name Address

Plaintiff herein.

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

Name Address

Plaintiff herein.

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

Name Address

None Know

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

Name Address

Tenant(s) P.O. Box 140,
West Decatur, PA 16878

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

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

United States of America
c/o U.S. Attorney for the
Western District of PA
633 U.S. Post Office
and Courthouse
7th & Grant Streets
Pittsburgh, PA 15219

Commonwealth of Pennsylvania
Inheritance Tax Office

1400 Spring Garden Street
Philadelphia, PA 19130

Internal Revenue Service
Federated Investors Tower

13th Floor, Suite 1300
1001 Liberty Avenue
Pittsburgh, PA 15222

Commonwealth of PA
Bureau of Individual Tax
Inheritance Tax Division

6th Floor, Strawberry Sq.
Dept. #280601
Harrisburg, PA 17128

Department of Public Welfare
TPL Casualty Unit Estate
Recovery Program

P.O. Box 8486
Willow Oak Bldg.
Harrisburg, PA 17105

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

March 6, 2006

DATE

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

LEGAL DESCRIPTION

All of the right, title and interest of the Grantor in and to all that certain lot or piece of ground situated in the village of Blue Bell, Boggs Township, Clearfield County, Pennsylvania, being bounded and described as follows to wit:

BEGINNING at corner of Coffee lot on line of Township Road leading to Wallacetown; thence North along said road 72 feet to post; thence East 100 feet to post; thence South 72 feet to corner of said Coffee lot; thence West 100 feet along said Coffee lot; thence West 100 feet along said Coffee lot to township Road and the place of beginning. Containing 1/5 acre, more or less.

Being known as: P.O. Box 140, West Decatur, PA 16878

To be sold as the property: Kenneth L. Dillon a/k/a Kenneth Lee Dillon

Exhibit A

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE

Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

HSBC, a London Corporation s/b/m/a
Household Finance Consumer Discount
Company
vs.
Kenneth L. Dillon a/k/a Kenneth Lee Dillon

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
NUMBER: 05-1587-CD

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: Kenneth L. Dillon a/k/a Kenneth Lee Dillon
198 Blue Ball Road
West Decatur, PA 16878

Your house (real estate) at P.O. Box 140, West Decatur, PA 16878, is scheduled to
be sold at Sheriff's Sale on _____ at 10:00 a.m. in the Sheriff's
Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania
16830, to enforce the court judgment of \$66,206.01 obtained by HSBC, a London
Corporation s/b/m/a Household Finance Consumer Discount Company against you.

NOTICE OF OWNER'S RIGHTS
YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE

To prevent this Sheriff's Sale you must take immediate action:

1. The sale will be canceled if you pay to HSBC, a London Corporation s/b/m/a Household Finance Consumer Discount Company the back payments, late charges, costs, and reasonable attorney's fees due. To find out how much you must pay, you may call Terrence J. McCabe, Esquire at (215) 790-1010.
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may

also ask the Court to postpone the sale for good cause.

3. You may also be able to stop the sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See the following notice on how to obtain an attorney.)

**YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY
AND YOU HAVE OTHER RIGHTS
EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE**

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling Terrence J. McCabe, Esquire at (215) 790-1010.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due on the sale. To find out if this has happened, you may call Terrence J. McCabe, Esquire at (215) 790-1010.
4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
6. You may be entitled to a share of the money which was paid for your real estate. A schedule of distribution of the money bid for your real estate will be filed by the Sheriff within thirty (30) days of the sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed schedule of distribution is wrong) are filed with the Sheriff within ten (10) days after the posting of the schedule of distribution.
7. You may also have other rights and defenses, or ways of getting your real estate back, if you act immediately after the sale.

**LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN
PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

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

**RAYMOND L. BILLOTTE, OR
COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641**

**PA LAWYER REFERRAL SERVICE
PA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
(800) 692-7375**

LEGAL DESCRIPTION

All of the right, title and interest of the Grantor in and to all that certain lot or piece of ground situated in the village of Blue Bell, Boggs Township, Clearfield County, Pennsylvania, being bounded and described as follows to wit:

BEGINNING at corner of Coffee lot on line of Township Road leading to Wallaceton; thence North along said road 72 feet to post; thence East 100 feet to post; thence South 72 feet to corner of said Coffee lot; thence West 100 feet along said Coffee lot; thence West 100 feet along said Coffee lot to township Road and the place of beginning. Containing 1/5 acre, more or less.

Being Known as: P.O. Box 140, West Decatur, PA 16878

To be sold as the property: Kenneth L. Dillon a/k/a Kenneth Lee Dillon

HSBC, a London Corporation s/b/m/a Household Finance Consumer Discount Company vs. Kenneth L. Dillon a/k/a Kenneth Lee Dillon	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 05-1587-CD
---	--

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: Kenneth L. Dillon a/k/a Kenneth Lee Dillon
198 Blue Ball Road
West Decatur, PA 16878

Your house (real estate) at P.O. Box 140, West Decatur, PA 16878, is scheduled to be sold at Sheriff's Sale on _____ at 10:00 a.m. in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830, to enforce the court judgment of \$66,206.01 obtained by HSBC, a London Corporation s/b/m/a Household Finance Consumer Discount Company against you.

NOTICE OF OWNER'S RIGHTS

To prevent this Sheriff's Sale you must take immediate action:

1. The sale will be canceled if you pay to HSBC, a London Corporation s/b/m/a Household Finance Consumer Discount Company the back payments, late charges, costs, and reasonable attorney's fees due. To find out how much you must pay, you may call Terrence J. McCabe, Esquire at (215) 790-1010.
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the Judgment, If the Judgment was improperly entered. You may

also ask the Court to postpone the sale for good cause.

3. You may also be able to stop the sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See the following notice on how to obtain an attorney.)

**YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY
AND YOU HAVE OTHER RIGHTS
EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE**

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling Terrence J. McCabe, Esquire at (215) 790-1010.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due on the sale. To find out if this has happened, you may call Terrence J. McCabe, Esquire at (215) 790-1010.
4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
6. You may be entitled to a share of the money which was paid for your real estate. A schedule of distribution of the money bid for your real estate will be filed by the Sheriff within thirty (30) days of the sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed schedule of distribution is wrong) are filed with the Sheriff within ten (10) days after the posting of the schedule of distribution.
7. You may also have other rights and defenses, or ways of getting your real estate back, if you act immediately after the sale.

**LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN
PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

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

RAYMOND L. BILLOTTE, OR
COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641

PA LAWYER REFERRAL SERVICE
PA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
(800) 692-7375

LEGAL DESCRIPTION

All of the right, title and interest of the Grantor in and to all that certain lot or piece of ground situated in the village of Blue Bell, Boggs Township, Clearfield County, Pennsylvania, being bounded and described as follows to wit:

BEGINNING at corner of Coffee lot on line of Township Road leading to Wallacetown; thence North along said road 72 feet to post; thence East 100 feet to post; thence South 72 feet to corner of said Coffee lot; thence West 100 feet along said Coffee lot ; thence West 100 feet along said Coffee lot to township Road and the place of beginning. Containing 1/5 acre, more or less.

Being Known as: P.O. Box 140, West Decatur, PA 16878

To be sold as the property: Kenneth L. Dillon a/k/a Kenneth Lee Dillon

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

Attorney for Plaintiff

HSBC, a London Corporation s/b/m/a
Household Finance Consumer Discount
Company
vs.
Kenneth L. Dillon a/k/a Kenneth Lee Dillon

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
NUMBER: 05-1587-CD

AFFIDAVIT OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 13th day of March, 2006, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

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


TERRENCE J. McCABE, ESQUIRE

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 13th DAY
OF MARCH, 2006.



NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Chrissandra Shaye Hamilton, Notary Public
City of Philadelphia, Phila. County
My Commission Expires January 4, 2009

FILED ^{No cc}
M 112:57/64
MAR 20 2006

William A. Shaw
Prothonotary/Clerk of Courts

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE Attorney for Plaintiff

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, PA 19109

(215) 790-1010

HSBC, a London Corporation s/b/m/a Household Finance Consumer Discount Company vs. Kenneth L. Dillon a/k/a Kenneth Lee Dillon	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 05-1587-CD
---	--

AFFIDAVIT PURSUANT TO RULE 3129

, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at P.O. Box 140, West Decatur, PA 16878, a copy of the description of said property is attached hereto and marked Exhibit "A."

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

Name

Address

Kenneth L. Dillon a/k/a
Kenneth Lee Dillon

198 Blue Ball Road
West Decatur, PA 16878

Exhibit A

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

Name

Address

Kenneth L. Dillon a/k/a
Kenneth Lee Dillon

198 Blue Ball Road
West Decatur, PA 16878

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

Name

Address

Plaintiff herein.

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

Name

Address

Plaintiff herein.

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

Name

Address

None Know

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

Name

Address

Tenant(s)

P.O. Box 140,
West Decatur, PA 16878

Domestic Relations

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

Commonwealth of Pennsylvania,

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

United States of America
c/o U.S. Attorney for the
Western District of PA

633 U.S. Post Office
and Courthouse
7th & Grant Streets
Pittsburgh, PA 15219

Exhibit A

Commonwealth of Pennsylvania
Inheritance Tax Office

1400 Spring Garden Street
Philadelphia, PA 19130

Internal Revenue Service
Federated Investors Tower

13th Floor, Suite 1300
1001 Liberty Avenue
Pittsburgh, PA 15222

Commonwealth of PA
Bureau of Individual Tax
Inheritance Tax Division

6th Floor, Strawberry Sq.
Dept. #280601
Harrisburg, PA 17128

Department of Public Welfare
TPL Casualty Unit Estate
Recovery Program

P.O. Box 8486
Willow Oak Bldg.
Harrisburg, PA 17105

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

March 13, 2006

DATE


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

Exhibit A

HSBC, a London Corporation s/b/m/a Household Finance Consumer Discount Company vs. Kenneth L. Dillon a/k/a Kenneth Lee Dillon	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 05-1587-CD
---	--

DATE: March 13, 2006

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

EXHIBIT B

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Kenneth L. Dillon a/k/a Kenneth Lee Dillon

PROPERTY: P.O. Box 140, West Decatur, PA 16878

IMPROVEMENTS: Residential Dwelling

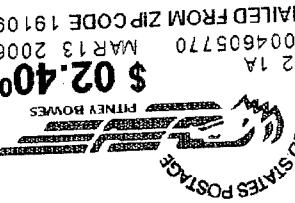
The above-captioned property is scheduled to be sold at the Sheriff's Sale on Friday, May 5, 2006, at 10:00 a.m. in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

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

Name and Address of Sender
 McCabe, Weisberg and Conway, P.C.
 123 S. Broad St., Suite 2080
 Philadelphia, PA 19109
ATTN: Charlynn Mills 27002

Line	Article Number	Address/Name, Street and PO Address	Postage	Fee	Check type of mail or service:		Actual Value if Registered	Insured Value	Due Sender if Postage	DC Fee
					<input type="checkbox"/> Certified	<input type="checkbox"/> Recorded Delivery (International)				
1	HSBC v. Dillon	Tenant(s) P.O. Box 140, West Decatur, PA 16878								
2		Domestic Relations Clearfield County 230 E. Market Suite 300 Clearfield, PA 16830								
3		Commonwealth of Pennsylvania, Department of Welfare, P.O. Box 2675, Harrisburg, PA 17105.								
4		United States of America c/o U.S. Attorney for the Western District of PA 633 U.S. Post Office and Courthouse 7th & Grant Streets Pittsburgh, PA 15219								
5		Commonwealth of Pennsylvania Inheritance Tax Office 1400 Spring Garden Street Philadelphia, PA 19130								
6		Internal Revenue Service Federated Investors Tower Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222	13 th							
7		Commonwealth of PA Bureau of Individual Tax Inheritance Tax Division 6th Floor, Strawberry Sq. Dept. #280601 Harrisburg, PA 17128								
8		Department of Public Welfare TPU Casualty Unit Estate Recovery Program P.O. Box 8486 Willow Oak Bldg. Harrisburg, PA 17105								
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office								
The box fill declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonmailable documents under Express Mail is \$25,000 for domestic mail and \$50,000 for international mail. The maximum indemnity for nonmailable documents under Standard Mail is \$10,000 for domestic mail and \$20,000 for international mail. The maximum indemnity for nonmailable documents under COD Mail is \$10,000 for domestic mail and \$20,000 for international mail. See Domestic Mail Manual 8020, 8033 and 8021 for instructions of covering on insured and COD mail. See International Mail Manual for limitations of coverage.										

EXHIBIT B



UNITED STATES POSTAGE
 \$ 02.40
 02 1A MAR 13 2006
 0004605770 MAIL FROM ZIP CODE 19109

FILED

MAR 20 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

Attorney for Plaintiff

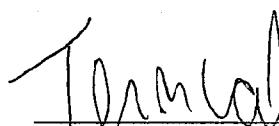
HSBC, a London Corporation s/b/m/a
Household Finance Consumer Discount
Company
vs.
Kenneth L. Dillon a/k/a Kenneth Lee Dillon

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
NUMBER: 05-1587-CD

PRAECIPE TO MARK JUDGMENT AND WRIT OF EXECUTION TO USE PLAINTIFF

TO THE PROTHONOTARY:

Kindly mark Judgment and Writ of Execution to Household
Finance Consumer Discount Company, Use Plaintiff.



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

FILED NO
m/1/31/2011
APR 07 2006
cc
W.M.

William A. Shaw
Prothonotary/Clerk of Courts

FILED

APR 07 2006

William A. Shaw
Prothonotary/Clerk of Courts