

05-1902-CD  
HSBC vs Rebecca Shirey et al

HSBC et al vs Rebecca Shirey et al  
2005-1902-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 of  
Household Finance Consumer Discount Company  
961 Weigel Drive  
Elmhurst, IL 60126

v.

Rebecca Shirey a/k/a Rebecca F. Zook  
25 White Birch Drive  
Milroy, PA 17063

and

UNITED STATES OF AMERICA  
c/o United States Attorney  
for the Western District of Pennsylvania  
U.S. Post Office and Courthouse  
700 Grant Street, Suite 400  
Pittsburgh, PA 15219

Clearfield County  
Court of Common Pleas

FILED 3CCSH  
M/12/56/07 Atty pd.  
DEC 07 2005 85.00

William A. Shaw  
Prothonotary/Clerk of Courts

Number 05-1902-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 páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentir 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 notificación. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

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

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123 South Broad Street, Suite 2080  
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Attorney for Plaintiff

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v.  
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c/o United States Attorney  
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700 Grant Street, Suite 400  
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Clearfield County  
Court of Common Pleas

Number

**CIVIL ACTION/MORTGAGE FORECLOSURE**

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

2. The Defendant is Rebecca Shirey a/k/a Rebecca F. Zook, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is 25 White Birch Drive, Milroy, PA 17063.

3. On 6/16/2004, the Defendant, United States of America, acquired a lien against the premises hereinafter described in the sum of \$80,710.47, subordinate to the mortgagee hereinafter referred to, by reason of Federal Tax Lien, Number 04-878-ED, in favor of the United States of America against Rebecca F. Zook, and which is recorded in the Office of the Prothonotary of Clearfield County, Pennsylvania.

4. Notice of this lien was filed on 6/16/2004, at the Office of the Prothonotary of Clearfield County, by the Internal Revenue Service, Philadelphia, Pennsylvania. A true and correct copy of Notice of Federal Tax Lien is attached hereto and marked as Exhibit "A."

5. By the filing of this action, Plaintiff seeks a judicial sale of the premises hereinafter described.

6. On 01/20/1999, 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 Instrument #199901110.

7. The premises subject to said mortgage is described in the mortgage attached as Exhibit "B" and is known as RD1 Box 709, Osceola Mill, PA 16666.

8. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 06/25/2005 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.

9. The following amounts are due on the mortgage:

Principal Balance	\$ 22,218.15
Interest through 11/02/2005	\$ 3,088.64
(Plus \$ 7.91 per diem thereafter)	
Attorney's Fee	\$ 1,500.00
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	\$ 200.00
GRAND TOTAL	\$ 27,356.79

10. 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.

11. 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 \$27,356.79, together with interest at the rate of \$7.91 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property and that the lien of the United States of America be discharged.



TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

Form 668 (Y)(c) (Rev. February 2004)	<p style="text-align: center;">1441 Department of the Treasury - Internal Revenue Service <b>Notice of Federal Tax Lien</b></p>				
Area: <b>SMALL BUSINESS/SELF EMPLOYED AREA #3</b> Lien Unit Phone: (412) 395-5265		Serial Number <b>175594504</b>		For Optional Use by Recording Office	
<p><b>As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.</b></p>					
Name of Taxpayer REBECCA F ZOOK <b>04-878-CD</b>			<b>JUN 16 2004</b>		
Residence RD 1 BOX 709 <b>OSCEOLA MILLS, PA 16666</b>			<b>William A. Shaw Prothonotary</b>		
<p><b>IMPORTANT RELEASE INFORMATION:</b> For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).</p>					
Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refileng (e)	Unpaid Balance of Assessment (f)
1040	12/31/2000	203-42-1714	12/17/2001	01/16/2012	13516.16
1040	12/31/2001	203-42-1714	11/25/2002	12/25/2012	30243.92
1040	12/31/2002	203-42-1714	03/22/2004	04/21/2014	36950.39
Place of Filing <b>Clearfield Prothonotary Clearfield County Clearfield, PA 16830</b>					Total \$ <b>80710.47</b>

This notice was prepared and signed at PHILADELPHIA, PA, on this,

the 02nd day of June, 2004.

Signature R. Coleman  
for P. S. Lane

Title  
ACS  
(800) 829-7650

**Exhibit A**

12-00-0000

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien  
Rev. Rul. 71-466, 1971-2 C.B. 409)

718501

## MORTGAGE

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

THIS MORTGAGE is made this day 20TH of JANUARY 1999, between the Mortgagor, REBECCA SHIREY AKA REBECCA F ZOOK, NO STATUS

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

a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 2141 S ATHERTON, STATE COLLEGE, PA 16801 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 23,190.68, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated JANUARY 20, 1999 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 JANUARY 20, 2029;

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 BOROUGH OF DECATUR IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED 04/01/1981 AND RECORDED 08/02/1981, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 1028 PAGE 582.

EXCEPTING AND RESERVING FROM THE ABOVE DESCRIBED PARCEL OF LAND THE FOLLOWING: ALL THAT CERTAIN PROPERTY BEING DESCRIBED AS 4.8569 ACRES OF 1028/562, CONVEYED TO RAYMOND BRENNON SHIREY AND MARCIA KAY SHIREY, HUSBAND AND WIFE BY A DEED DATED 09/02/1998 AND RECORDED ON 09/14/1998 IN VOLUME 1967 PAGE 366.

TAX PARCEL ID 112-M13-23



Exhibit B

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 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.

**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.

**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.

*Rebecca Shirey Rebecca F. Zook*

REBECCA SHIREY AKA  
REBECCA F. ZOOK

-Borrower

-Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is:  
2141 S ATHERTON ST, STATE COLLEGE PA 16801

On behalf of the Lender, By: MALINDA BOHNN Title: ACCT. EXECUTIVE  
COMMONWEALTH OF PENNSYLVANIA, MIFFLIN County: ss

I, ROSELEE A. HARPSTER, a Notary Public in and for said county and state, do hereby certify that  
REBECCA SHIREY AKA REBECCA F. ZOOK, NO STATUS  
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 S he S signed and delivered the said instrument as  
HER free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20TH day of JANUARY, 19 99.

My Commission expires:

Notarial Seal  
Roselee A. Harpster, Notary Public  
Ferguson Twp., Centre County  
My Commission Expires Apr. 22, 2002

Member, Pennsylvania Association of Notaries

*Roselee A. Harpster*

Notary Public

This instrument was prepared by:

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

(Name)

2141 S ATHERTON STREET  
STATE COLLEGE PA 16801

(Address)

(Space Below This Line Reserved For Lender and Recorder)

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



**McCABE, WEISBERG AND CONWAY, P.C.**

**BY: TERENCE J. McCABE, ESQUIRE** **Attorney for Plaintiff**

**Identification Number 16496**

**First Union Building**

**123 South Broad Street, Suite 2080**

**Philadelphia, PA 19109**

**(215) 790-1010**

HSBC, a London Corporation, s/b/m/a of  
Beneficial Consumer Discount Company  
d/b/a Beneficial Mortgage Company of  
Pennsylvania

v.

Rebecca Shirey a/k/a Rebecca F. Zook  
and  
United States of America

Clearfield County  
Court of Common Pleas

Number 05-1902-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 *2cc*  
*21144301*  
FEB 22 2006  
*Asky*  
*610*

William A. Shaw  
Prothonotary/Clerk of Courts

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

v.

Rebecca Shirey a/k/a Rebecca F. Zook  
and  
United States of America

Clearfield County  
Court of Common Pleas

Number 05-1902-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 Rebecca Shirey a/k/a Rebecca F. Zook on January 4, 2006.
- 4) The Sheriff served the Complaint in Mortgage Foreclosure on the Defendant the United States of America on December 15, 2005.
- 5) 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).
- 6) Plaintiff attempted to file its Praeclipe for Default Judgment and Assessment of Damages and Writ of Execution.
- 7) 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).
- 8) All other Pennsylvania Rules of Civil Procedure have been complied with.

- 9) Plaintiff rights are being prejudiced.
- 10) Pennsylvania Rule of Civil Procedure are not to be strictly construed.
- 11) The verification of the Plaintiff is attached setting forth that service was made.
- 12) 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.

*J. 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 Mifflin County and served the defendant Rebecca Shirey a/k/a Rebecca F. Zook in the above-captioned matter on the January 4, 2006.

February 21, 2006  
DATE

*T. McCabe*  
TERRENCE J. MCCABE, ESQUIRE

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

\*  
\*  
\*  
\*  
\*  
\*  
\*

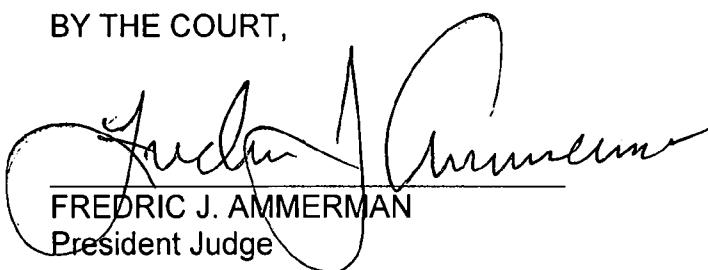
vs.  
REBECCA SHIREY a/k/a REBECCA F. ZOOK,  
and UNITED STATES OF AMERICA,  
Defendants

NO. 05-1902-CD

ORDER

NOW, this 24<sup>th</sup> day of February, 2006, the Court noting the difficulties caused relative no Sheriff's Return having yet been filed with the Prothonotary as to both Defendants, 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 Tuesday, February 28, 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

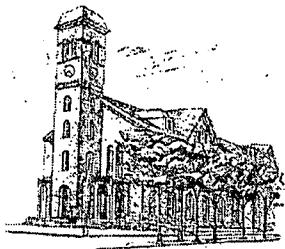
FILED 1CC Shff 2b41a6  
01/31/2006  
FEB 24 2006 3CC Atty McCabe  
CR

**FILED**

**FEB 24 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

1cc Shiff handed delivered by Doris F.  
3 cc Amy McCabe ~~on~~ onlu per WAS



## 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: 2/24/06

You are responsible for serving all appropriate parties. *A copy has been given to the Sheriff's Dept.*  
 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

Service # 1 of 3 Services

Sheriff Docket # **101063**

HSBC, A London Corporation

Case # 05-1902-CD

vs.

REBECCA SHIREY aka REBECCA F. ZOOK and UNITED STATES OF AMERICA

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW January 11, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO REBECCA SHIREY AKA REBECCA F. ZOOK, DEFENDANT. POST OFFICE HAS NO RECORD OF DEFENDANT.

SERVED BY: /

FILED  
01/28/06  
FEB 28 2006  
B  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101063  
NO: 05-1902-CD  
SERVICE # 2 OF 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC, A London Corporation

vs.

DEFENDANT: REBECCA SHIREY aka REBECCA F. ZOOK and UNITED STATES OF AMERICA

**SHERIFF RETURN**

---

NOW, December 09, 2005, SHERIFF OF MIFFLIN COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON REBECCA SHIREY aka REBECCA F. ZOOK.

NOW, January 04, 2006 AT 8:57 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON REBECCA SHIREY aka REBECCA F. ZOOK, DEFENDANT. THE RETURN OF MIFFLIN COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101063  
NO: 05-1902-CD  
SERVICE # 3 OF 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC, A London Corporation

VS.

DEFENDANT: REBECCA SHIREY aka REBECCA F. ZOOK and UNITED STATES OF AMERICA

**SHERIFF RETURN**

---

NOW, December 09, 2005, SHERIFF OF ALLEGHENY COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON UNITED STATES OF AMERICA, c/o US ATTORNEY FOR THE WESTERN DISTRICT OF PA..

NOW, December 15, 2005 AT 2:18 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON UNITED STATES OF AMERICA, c/o US ATTORNEY FOR THE WESTERN DISTRICT OF PA., DEFENDANT. THE RETURN OF ALLEGHENY COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

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

DOCKET # 101063  
NO: 05-1902-CD  
SERVICES 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC, A London Corporation

vs.

DEFENDANT: REBECCA SHIREY aka REBECCA F. ZOOK and UNITED STATES OF AMERICA

## **SHERIFF RETURN**

## RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MCCABE	70913	30.00
SHERIFF HAWKINS	MCCABE	70913	70.00
MIFFLIN CO.	MCCABE	70915	43.90
ALLEGHENY CO.	MCCABE	70916	50.00
S.O'BRIEN,NOTARY	MCCABE	70917	5.00
SHERIFF HAWKINS	"	74846	41.20

Sworn to Before Me This

### So Answers,

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

*Chester Hawkins*  
*by Marilyn Harnen*

101063

Joseph A. Bradley, Sheriff  
 Baron K. Lewis, Chief Deputy  
 Laurie J. Kozak, Deputy  
 Christopher S. Shade, Deputy  
 Charles L. Angney, Deputy



David W. Molek, Solicitor  
 (717) 248-9656

## SHERIFF'S OFFICE

MIFFLIN COUNTY

20 North Wayne Street

Lewistown, PA 17044

(717) 242-1105 \*\* (717) 242-1808

Fax: (717) 248-2907

Plaintiff: HSBC a London Corp

Court Number: 1902-05

County: Clearfield Co

Defendant: Rebecca Shirey aka Rebecca F Zook

Type of Writ or Complaint:

Writ  
 Complaint

Serve At	Name: Rebecca Shirey/Zook	Address: 25 Birch Dr Milroy Pa 17063
	Name:	Address:

Indicate Unusual Service:  Comm. of Pa.  Deputization  Other

Now 20, I, SHERIFF OF MIFFLIN COUNTY, PA. do hereby depose the Sheriff of \_\_\_\_\_ County to execute this Writ and make return thereof according to law. This deputation is made at the request and risk of plaintiff. **X**

Sheriff of Mifflin Co.

Special Instructions or other information that will assist in expediting service:

Attorney or other Organization requesting service: McCabe, Weisberg and Conway	Telephone No: (215) 790-1010	Date Filed: 12/7/2005
I acknowledge receipt of the Writ or Complaint as indicated above: <b>X Joseph A. Bradley</b>	Date Received: 12/12/2005	Exp. Date: 1/6/2006

I hereby CERTIFY and RETURN that I  have personally served.  have legal evidence of service as shown in "Remarks",  have executed as shown in "Remarks", the Writ or Complaint described on the individual, company, corporation, etc. at the address shown above or on the individual, company, corporation, etc., at the address inserted below, handing a TRUE and ATTESTED copy thereof.

I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., name above. (See Remarks below.)

Name and Title of individual served: Served Rebecca Shirey/Zock	<input type="checkbox"/> A person of suitable age and discretion then residing at the defendant's usual place of abode.
--	---

Address where served (complete only if different than shown above)	Date of Service: 1/4/2006	Time: 8:57 AM
--	------------------------------	------------------

Attempts	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.
3	12/12/2005	20	BKL	12/30/2005	20	BKL	1/4/2006	20	BKL
Advance Costs \$75.00	Service Costs \$18.00	Mileage \$19.90	Postage \$1.00	Surcharge \$0.00	Notary \$5.00	Total \$43.90	Refund \$31.10		

Remarks: (See other side)

Sworn to and subscribed before me this

5 day of January 2006**X Margaret L. Bowersox**

Notary Public	Notarial Seal Margaret L. Bowersox, Notary Public Lewistown Boro, Mifflin County My Commission Expires Feb. 4, 2006	
Notarial Seal		

So Answers:

Deputy Sheriff <b>X Baron K. Lewis</b>	1/4/2006
Sheriff <b>X Joseph A. Bradley</b>	1/4/2006

## ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

436 GRANT STREET  
 PITTSBURGH, PA 15219-2496  
 PHONE (412) 350-4700  
 FAX (412) 350-6388

1279

PETER R. DEFAZIO  
 Sheriff

PLAINTIFF: HSB/C

DENNIS SKOSNIK  
 Chief Deputy

VS.

DEFT: Rebecca Shirey akaDEFT: United States of AmericaDEFT: U.S. Atty for the Western Dist of PAGARNIShee: U.S. Post Office & CourthouseADDRESS: 700 Grant St. Suite 400  
 Pittsburgh PA 15219

MUNICIPALITY OR CITY WARD:

DATE: 20ATTY'S PHONE: 215-790-1010ATTY: McCabe Weisberg Conway

ADDRESS:

INDICATE TYPE OF SERVICE:  PERSONAL  PERSON IN CHARGE  DEPUTIZE  MAIL  POSTED  OTHER  LEVY  SEIZED & STORED

NOW: Dec. 9 2005, I, SHERIFF OF ALLEGHENY COUNTY, PA do hereby depelize the Sheriff of County to execute this Writ and make return thereof according to law  
Allegheny *Clelfred*

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, with out liability on the part of such deputy herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at:

MAKE

MODEL

MOTOR NUMBER

SERIAL NUMBER

LICENSE NUMBER

## SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY and RETURN that on the 15 day of Dec 05, 2005, at 2:18 o'clock, A.M./P.M. Address Above/ Address Below, County of Allegheny, Pennsylvania

I have served in the manner Described below:

 Defendant(s) personally served. Adult family member with whom said Defendant(s) reside(s). Name & Relationship \_\_\_\_\_ Adult in charge of Defendant's residence who refused to give name or relationship. Manager/other person authorized to accept deliveries of United States Mail \_\_\_\_\_ Agent or person in charge of Defendant(s) office or usual place of business. Other \_\_\_\_\_ Property Posted \_\_\_\_\_Defendant not found because:  Moved  Unknown  No Answer  Vacant  Other \_\_\_\_\_ Certified Mail  Receipt \_\_\_\_\_  Envelope Returned \_\_\_\_\_  Neither receipt or envelope retuned: writ expired \_\_\_\_\_ Regular Mail Why \_\_\_\_\_

You are hereby notified that on \_\_\_\_\_, levy was made in the case of \_\_\_\_\_  
 Possession/Sale has been set for \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.

ATTEMPTS \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Additional Costs Due \$ \_\_\_\_\_, This is

placed on writ when returned to Prothonotary. Please check \_\_\_\_\_  
 before satisfying case.Affirmed and subscribed before me  
 this \_\_\_\_\_ day of DEC 24 2005

PETER R. DEFAZIO, Sheriff

Nancy

(DEPUTY)

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Sheila R. O'Brien, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 19, 2008

Member, Pennsylvania Association of Notaries

White Copy - Sheriff

Pink Copy - Attorney

Notary



# Sheriff's Office Clearfield County

CHESTER A. HAWKINS  
SHERIFF

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 101063

TERM & NO. 05-1902-CD

HSBC, A London Corporation

COMPLAINT IN MORTGAGE FORECLOSURE

vs.

REBECCA SHIREY aka REBECCA F. ZOOK and UNITED STATES OF AMERICA

**SERVE BY: 01/06/06**

### MAKE REFUND PAYABLE TO MCCABE WEISBERG & CONWAY, P.C.

**SERVE:** REBECCA SHIREY aka REBECCA F. ZOOK

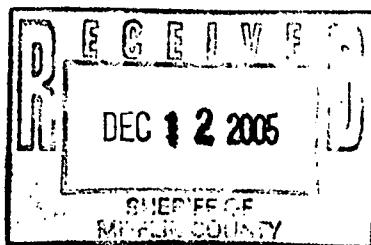
**ADDRESS:** 25 WHITE BIRCH DRIVE, MILROY, PA 17063

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 MIFFLIN COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, December 09, 2005.

RESPECTFULLY,

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

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA





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  
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SOLICITOR

## DEPUTATION

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

PAGE 101063

TERM & NO. 05-1902-CD

HSBC, A London Corporation

COMPLAINT IN MORTGAGE FORECLOSURE

VS.

REBECCA SHIREY aka REBECCA F. ZOOK and UNITED STATES OF AMERICA

**SERVE BY: 01/06/06**

## MAKE REFUND PAYABLE TO MCCABE WEISBERG & CONWAY, P.C.

**SERVE:** UNITED STATES OF AMERICA, c/o US ATTORNEY FOR THE WESTERN DISTRICT OF PA.

**ADDRESS:** US P.O. & COURTHOUSE, 700 GRANT ST., STE.400, PITTSBURGH, PA 15219

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 ALLEGHENY COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, December 09, 2005.

RESPECTFULLY,

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

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

McCABÉ, 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 of  
Household Finance Consumer Discount Company  
961 Weigel Drive  
Elmhurst, IL 60126

v.  
Rebecca Shirey a/k/a Rebecca F. Zook  
25 White Birch Drive  
Milroy, PA 17063

and  
UNITED STATES OF AMERICA  
c/o United States Attorney  
for the Western District of Pennsylvania  
U.S. Post Office and Courthouse  
700 Grant Street, Suite 400  
Pittsburgh, PA 15219

Clearfield County  
Court of Common Pleas

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

DEC 07 2005

Attest.

*William O. Chay*  
Prothonotary/  
Clerk of Courts

Number *05-1902-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 of  
Household Finance Consumer Discount Company  
961 Weigel Drive  
Elmhurst, IL 60126  
v.  
Rebecca Shirey a/k/a Rebecca F. Zook  
25 White Birch Drive  
Milroy, PA 17063  
and  
UNITED STATES OF AMERICA  
c/o United States Attorney  
for the Western District of Pennsylvania  
U.S. Post Office and Courthouse  
700 Grant Street, Suite 400  
Pittsburgh, PA 15219

Clearfield County  
Court of Common Pleas

Number

**CIVIL ACTION/MORTGAGE FORECLOSURE**

1. Plaintiff is HSBC, a London Corporation, s/b/m/a of Household Finance Consumer Discount Company, a corporation duly organized and doing business at the above captioned address.
2. The Defendant is Rebecca Shirey a/k/a Rebecca F. Zook, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is 25 White Birch Drive, Milroy, PA 17063.
3. On 6/16/2004, the Defendant, United States of America, acquired a lien against the premises hereinafter described in the sum of \$80,710.47, subordinate to the mortgagee hereinafter referred to, by reason of Federal Tax Lien, Number 04-878-ED, in favor of the United States of America against Rebecca F. Zook, and which is recorded in the Office of the Prothonotary of Clearfield County, Pennsylvania.
4. Notice of this lien was filed on 6/16/2004, at the Office of the Prothonotary of Clearfield County, by the Internal Revenue Service, Philadelphia, Pennsylvania. A true and correct copy of Notice of Federal Tax Lien is attached hereto and marked as Exhibit "A."

5. By the filing of this action, Plaintiff seeks a judicial sale of the premises hereinafter described.

6. On 01/20/1999, 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 Instrument #199901110.

7. The premises subject to said mortgage is described in the mortgage attached as Exhibit "B" and is known as RD1 Box 709, Osceola Mill, PA 16666.

8. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 06/25/2005 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.

9. The following amounts are due on the mortgage:

Principal Balance	\$ 22,218.15
Interest through 11/02/2005	\$ 3,088.64
(Plus \$ 7.91 per diem thereafter)	
Attorney's Fee	\$ 1,500.00
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 27,356.79

10. 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.

11. 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 \$27,356.79, together with interest at the rate of \$7.91 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgage property and that the lien of the United States of America be discharged.



TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

VERIFICATION

The undersigned, Tanisha Stevens, hereby certifies that she is the Foreclosure Specialist of the Plaintiff in the within action, HSBC, et al v. Loring, et al, et al, 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 PA.C.S. §4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Tanisha Stevens

Form 668 (Y)(c) (Rev. February 2004)	<b>1441</b> <b>Department of the Treasury - Internal Revenue Service</b> <b>Notice of Federal Tax Lien</b>				
Area: <b>SMALL BUSINESS/SELF EMPLOYED AREA #3</b> Lien Unit Phone: (412) 395-5265		Serial Number <b>175594504</b>		For Optional Use by Recording Office	
<b>As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.</b>					
Name of Taxpayer REBECCA F ZOOK  <i>04-878-50</i>		<b>FILED</b>  <b>JUN 16 2004</b>			
Residence RD 1 BOX 709 OSCEOLA MILLS, PA 16666		<b>William A. Shaw</b> <b>Prothonotary</b>			
<b>IMPORTANT RELEASE INFORMATION:</b> For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).					
Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2000	203-42-1714	12/17/2001	01/16/2012	13516.16
1040	12/31/2001	203-42-1714	11/25/2002	12/25/2012	30243.92
1040	12/31/2002	203-42-1714	03/22/2004	04/21/2014	36950.39
<b>Place of Filing</b> Clearfield Prothonotary Clearfield County Clearfield, PA 16830					
					<b>Total \$ 80710.47</b>

This notice was prepared and signed at PHILADELPHIA, PA, on this,

the 02nd day of June, 2004.

Signature R. Coleman  
for P. S. Lane

Title ACS  
(800) 829-7650

**Exhibit A**

12-00-0000

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien  
Rev. Rul. 71-466, 1971-2 C.B. 409)

718501

## MORTGAGE

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

THIS MORTGAGE is made this day 20TH of JANUARY 19 99, between the Mortgagor, REBECCA SHIREY AKA REBECCA F ZOOK, NO STATUS

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

a corporation organized and existing under the laws of PENNSYLVANIA, whose address is 2141 S ATHERTON, STATE COLLEGE, PA 16801 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 23,190.68 evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated JANUARY 20, 1999 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 JANUARY 20, 2029;

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 BOROUGH OF DECATUR IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED 04/01/1981 AND RECORDED 08/02/1981, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 1028 PAGE 562.

EXCEPTING AND RESERVING FROM THE ABOVE DESCRIBED PARCEL OF LAND THE FOLLOWING: ALL THAT CERTAIN PROPERTY BEING DESCRIBED AS 4.8669 ACRES OF 1028/562, CONVEYED TO RAYMOND BRENNON SHIREY AND MARCIA KAY SHIREY, HUSBAND AND WIFE BY A DEED DATED 09/02/1998 AND RECORDED ON 09/14/1998 IN VOLUME 1967 PAGE 366.

TAX PARCEL ID 112-M13-23



Exhibit B

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 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.

**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.

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.

Rebecca Shirey Rebecca F. Zook  
REBECCA SHIREY AKA -Borrower  
REBECCA F. ZOOK

**-Borrower**

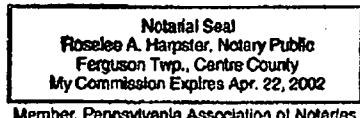
I hereby certify that the precise address of the Lender (Mortgagee) is: 2141 S AERTHERTON ST, STATE COLLEGE PA 16801

On behalf of the Lender, By: MALINDA BOHN Title: ACCT. EXECUTIVE  
COMMONWEALTH OF PENNSYLVANIA, MT. VERNON County: DAUPHIN

I, ROSELEE A. HARPSTER, a Notary Public in and for said county and state, do hereby certify that  
REBECCA SHIREY AKA REBECCA F. ZOOK, NO STATUS  
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 S. he signed and delivered the said instrument as  
HER free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20TH day of JANUARY 1999.

My Commission expires:



Rosalee A. Hapity

This instrument was prepared by:

## HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

(Name)

2141 S ATHERTON STREET  
STATE COLLEGE PA 16801

(Address)

(Space Below This Line Reserved For Lender and Recorder)

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

10-01-98 MTG

**FILE COPY**



PA001256

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 of  
Household Finance Consumer Discount  
Company

v.

Rebecca Shirey a/k/a Rebecca F. Zook  
and  
UNITED STATES OF AMERICA

Clearfield County  
Court of Common Pleas

Number 05-1902-CD

FILED  
M 2/21/06  
FEB 28 2006

William A. Shaw  
Prothonotary/Clerk of Courts  
Atty pd - 20.00  
CC Notice to  
Def. Shirey  
Statement to  
Atty (6)

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

Kindly enter judgment by default in favor of Plaintiff and against Defendant,  
Rebecca Shirey a/k/a Rebecca F. Zook, only in the above-captioned matter for failure  
to answer Complaint as required by Pennsylvania Rules of Civil Procedure and assess  
damages as follows:

Principal	\$ 27,356.79
Interest from 11/03/2005 - 02/13/2006	\$ 814.73
<hr/> TOTAL	\$ 28,171.52

T. McCabe  
TERRENCE J. McCABE, ESQUIRE

AND NOW, this 28<sup>th</sup> day of February, 2006, Judgment is entered in favor of  
Plaintiff, HSBC, a London Corporation, s/b/m/d of Household Finance Consumer  
Discount Company, and against Defendant, Rebecca Shirey a/k/a Rebecca F. Zook,  
only, and damages are assessed in the amount of \$ 28,171.52, plus interest and  
costs.

BY THE PROTHONOTARY:

William A. Shaw

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 of  
Household Finance Consumer Discount  
Company

v.

Rebecca Shirey a/k/a Rebecca F. Zook

and  
UNITED STATES OF AMERICA

Clearfield County  
Court of Common Pleas

Number 05-1902-CD

**AFFIDAVIT OF NON-MILITARY SERVICE**

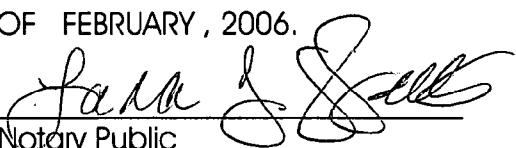
COMMONWEALTH OF PENNSYLVANIA:

SS.

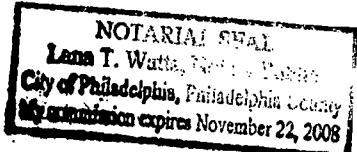
COUNTY OF PHILADELPHIA :

The undersigned, being duly sworn according to law, deposes and says that the Defendant is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended; and that the Defendant, Rebecca Shirey a/k/a Rebecca F. Zook, is over eighteen (18) years of age and resides at 25 White Birch Drive, Milroy, PA 17063.

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 13TH DAY  
OF FEBRUARY, 2006.

  
Notary Public

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff



McCABE, WEISBERG AND CONWAY, P.C.

BY: TERENCE 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 of  
Household Finance Consumer Discount  
Company

v.

Rebecca Shirey a/k/a Rebecca F. Zook

and

UNITED STATES OF AMERICA

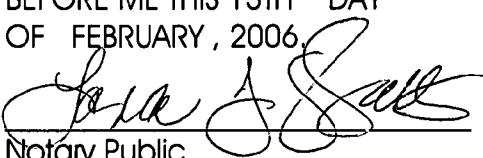
Clearfield County  
Court of Common Pleas

Number 05-1902-CD

**CERTIFICATION**

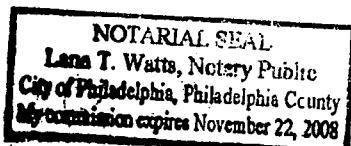
Terrence J. McCabe, attorney for Plaintiff, being duly sworn according to law, deposes and says that he deposited in the United States Mail a letter notifying the Defendant that judgment would be entered against him/her within ten (10) days from the date of said letter in accordance with Rule 237.5 of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

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 13TH DAY  
OF FEBRUARY, 2006.

  
Notary Public



TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff



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

William A. Shaw  
Prothonotary

January 25, 2006

To: Rebecca Shirey a/k/a Rebecca F. Zook  
25 White Birch Drive  
Milroy, PA 17063

HSBC, a London Corporation, s/b/m/a of  
Household Finance Consumer Discount  
Company  
vs.  
Rebecca Shirey a/k/a Rebecca F. Zook  
and  
UNITED STATES OF AMERICA

Clearfield County  
Court of Common Pleas

Number 05-1902-CD

*Exhibit A*

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

**IMPORTANT NOTICE**

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

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

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

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

**NOTIFICACION IMPORTANTE**

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

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

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

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

---

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

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

**William A. Shaw  
Prothonotary**

January 25, 2006

**Exhibit A**

To: Rebecca Shirey a/k/a Rebecca F. Zook  
RD #1 Box #709  
Milroy, PA 17063

HSBC, a London Corporation, s/b/m/a of  
Household Finance Consumer Discount  
Company  
vs.  
Rebecca Shirey a/k/a Rebecca F. Zook  
and  
UNITED STATES OF AMERICA

Clearfield County  
Court of Common Pleas

Number 05-1902-CD

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

**VERIFICATION**

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

T. McCabe  
TERRENCE J. McCABE, ESQUIRE

CC-1-Y

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

William A. Shaw  
Prothonotary

To: Rebecca Shirey a/k/a Rebecca F. Zook  
25 White Birch Drive  
Milroy, PA 17063

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

v.

Rebecca Shirey a/k/a Rebecca F. Zook

Clearfield County  
Court of Common Pleas

Number 05-1902-CD

and  
UNITED STATES OF AMERICA

**NOTICE**

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

  
William A. Shaw 2/28/06  
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

HSBC

Household Finance Consumer Discount  
Company  
Plaintiff(s)

No.: 2005-01902-CD

copy

Real Debt: \$28,171.52

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Rebecca Shirey  
United States of America  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 28, 2006

Expires: February 28, 2011

Certified from the record this 28th day of February, 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



## LEGAL DESCRIPTION

All that certain lot or piece of ground, situate in the Township of Decatur, in the County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at a post at land of John M. Chase and Emanuel Kephart, and running along land of Emanuel Kephart in a Southerly direction, twenty five rods to a post; thence in a Westerly direction forty five rods to a post, at land of George Kephart, deceased; thence by lands of said George Kephart, deceased, forty five rods to a post at land of John M. Chase; thence by said lands forty five rods to a post and place of beginning, and containing ten (10) acres, more or less, and having thereon erected a two story frame dwelling house, barn and other buildings.

Excepting and reserving, nevertheless, unto the Grantors, their heirs and assigns, all the coal, fire clay, oil, gas and other minerals in, under and upon the said land; together with the right of ingress, egress and regress to search for, dig, mine and carry away the same without liability for damages for such entry, or by reason of subsidence of the surface caused by the removal of all of said minerals without leaving any support for the surface, said surface support being hereby expressly waived by the grantees, their heirs or assigns; and the said mining rights to extend in favor of the mining, of coal and other minerals from adjoining lands.

Excepting and reserving, also, the hardwood trees, eight (8) inches in diameter measured two feet from the ground, and softwood trees, six (6) inches in diameter measured two feet from the ground, sold to George Demchak by agreement in writing dated May 27, 1944, standing and growing upon the above described premises, unto grantors, their heirs and assigns, together with the right of ingress, egress, and regress upon said premises to cut, make and carry away the same, until May 27, 1947.

PARCEL NO. 112-M13-23

### EXCEPTING OUT:

All that certain piece or parcel of land situated in the Township of Decatur, County of Clearfield and State of Pennsylvania, between Rebecca Shirey now known as Rebecca Zook and Robert Zook her husband, to Raymond Brennon Shirey and Marcia Kay Shirey recorded in Deed Book Volume 1967 page 366 on 09-14-98, bounded and described as follows:

Beginning at an iron pin located on the South side of Township Road #659. Said point is also the Southeast corner of Lot # 1; thence along Lot # 1, North three degrees, nineteen minutes East (3 degrees 19' E) five hundred Ninety-one and fifteen hundredths (591.15) to an iron pin on line of, now or formerly, Joseph N and Barbara C. Yorks; thence along lands of the same, South eighty-eight degrees, sixteen minutes, fifty seconds East (88 degrees 16' 55"E) four hundred twenty-one and seventy-six hundredths feet (421.76) to an iron pin and also the Northwest corner of, now or formerly, Ronald and Mildred Kizer; thence along lands of same and crossing above mentioned Township Road, South three degrees, nineteen minutes West ( 3 degrees 19' W), four hundred twelve and five tenths feet (412.5) to an iron pin; thence along land of, now or formerly, Thomas Wilks, Sr. South sixty-nine degrees, no minutes, thirty-five seconds West (69 degrees 00' 35" W), four hundred sixty-two and six tenths (462.6) to an iron pin and place of beginning. Known as Lot #2 on map prepared by Shirokey Surveys.

CONTAINING 4.8569 acres.

Being Known As: RD1 Box 709, Osceola Mill, PA 16666.

To be sold as the property of : Rebecca Shirey a/k/a Rebecca F. Zook

**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.: 2005-01902-CD**

**Rebecca Shirey, a/k/a Rebecca F. Zook and  
United States of America, c/o United States of Attorney for the  
Western District of Pennsylvania**

**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 REBECCA SHIREY, a/k/a Rebecca F. Zook , 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.**

<b>AMOUNT DUE/PRINCIPAL: \$28,171.52</b>	<b>PAID: \$125.00</b>
<b>INTEREST: \$from 2/14/06 (to date of sale, per diem \$4.63)</b>	<b>SHERIFF: \$</b>
<b>PROTH. COSTS: \$</b>	<b>OTHER COSTS: \$</b>
<b>ATTY'S COMM: \$</b>	
<b>DATE: 3/9/2006</b>	

---

**William A. Shaw  
Prothonotary/Clerk Civil Division**

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

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

**Sheriff**

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

Attorney for Plaintiff

HSBC, a London Corporation, s/b/m/a of Household Finance Consumer Discount Company vs. Rebecca Shirey a/k/a Rebecca F. Zook and United States of America c/o United States of Attorney for the Western District of Pennsylvania	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 05-1902-CD
---	--

**AFFIDAVIT PURSUANT TO RULE 3129**

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at RD1 Box 709, Osceola Mill, PA 16666, 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

Rebecca Shirey a/k/a  
Rebecca F. Zook

25 White Birch Drive  
Milroy, PA 17063

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

U.S. Post Office & Courthouse,  
700 Grant Street,  
Suite 400,  
Pittsburgh, PA 15219

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

Name	Address
Rebecca Shirey a/k/a Rebecca F. Zook	25 White Birch Drive Milroy, PA 17063

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.	
Commonwealth of Pennsylvania, Department of Revenue,	P.O. Box 8901, Harrisburg, PA 17105

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 Known	

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)	RD1 Box 709, Osceola Mill, PA 16666
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 7 <sup>th</sup> & Grant Streets Pittsburgh, PA 15219
Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
Internal Revenue Service Federated Investors Tower	13 <sup>th</sup> Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222
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 7, 2006

DATE

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

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Excepting and reserving, nevertheless, unto the Grantors, their heirs and assigns, all the coal, fire clay, oil, gas and other minerals in, under and upon the said land; together with the right of ingress, egress and regress to search for, dig, mine and carry away the same without liability for damages for such entry, or by reason of subsidence of the surface caused by the removal of all of said minerals without leaving any support for the surface, said surface support being hereby expressly waived by the grantees, their heirs or assigns; and the said mining rights to extend in favor of the mining, of coal and other minerals from adjoining lands.

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PARCEL NO. 112-M13-23

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**BY: TERENCE J. McCABE, ESQUIRE**

**Attorney for Plaintiff**

**Identification Number 16496**

**123 South Broad Street, Suite 2080**

**Philadelphia, PA 19109**

**(215) 790-1010**

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States of Attorney for the Western District  
of Pennsylvania

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS  
NUMBER: 05-1902-CD

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

TO: Rebecca Shirey a/k/a Rebecca F. Zook  
25 White Birch Drive  
Milroy, PA 17063

Your house (real estate) at RD1 Box 709, Osceola Mill, PA 16666, 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 \$28,171.52 obtained by HSBC, a London  
Corporation, s/b/m/a of 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 of 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

OR

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

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PARCEL NO. 112-M13-23

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All that certain piece or parcel of land situated in the Township of Decatur, County of Clearfield and State of Pennsylvania, between Rebecca Shirey now know as Rebecca Zook and Robert Zook her husband, to Raymond Brennan Shirey and Marcia Kay Shirey recorded in Deed Book Volume 1967 page 366 on 09-14-98, bounded and described as follows:

Beginning at an iron pin located on the Sounth side of Township Road #659. Said point is also the Southeast corner of Lot # 1; thence along Lot # 1, North three degrees, nineteen minutes East (3 degrees 19' E) five hundred Ninety-one and fifteen hundredths (591.15) to an iron pin on line of, now or formerly, Joseph N and Barbara C. Yorks; thence along lands of the same, South eighty-eight degrees, sixteen minutes, fifty seconds East (88 degrees 16' 55"E) four hundred twenty-one and seventy-six hundredths feet (421.76) to an iron pin and also the Northwest corner of, now or formerly, Ronald and Mildred Kizer; thence along lands of same and crossing above mentioned Township Road, South three degrees, nineteen minutes West ( 3 degrees 19' W), four hundred twelve and five tenths feet (412.5) to an iron pin; thence along land of, now or formerly, Thomas Wilks, Sr. South sixty-nine degrees, no minutes, thirty-five seconds West (69 degrees 00' 35" W), four hundred sixty-two and six tenths (462.6) to an iron pin and place of beginning. Know as Lot #2 on map prepared by Shirokey Surveys.

CONTAINING 4.8569 acres.

Being Known As: RD1 Box 709, Osceola Mill, PA 16666.

To be sold as the property of : Rebecca Shirey a/k/a Rebecca F. Zook

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

HSBC, a London Corporation, s/b/m/a )  
of Beneficial Consumer Discount )  
Company d/b/a Beneficial Mortgage )  
Company of Pennsylvania )  
961 Weigel Drive )  
Elmhurst, IL 60126 )  
 )  
v. ) No. 05-1902-CD  
 )  
Rebecca Shirey a/k/a )  
Rebecca F. Zook )  
25 White Birch Drive )  
Milroy, PA 17063 )  
and )  
UNITED STATES OF AMERICA )  
c/o United States Attorney for the )  
Western District of Pennsylvania )  
U.S. Post Office and Courthouse )  
700 Grant Street, Suite 400 )  
Pittsburgh, PA 15219 )

FILED *Fm*

MAR 15 2006

*mf 3:00 fm*

William A. Shaw  
Prothonotary/Clerk of Courts

*I went to Atty*

CONSENT JUDGMENT

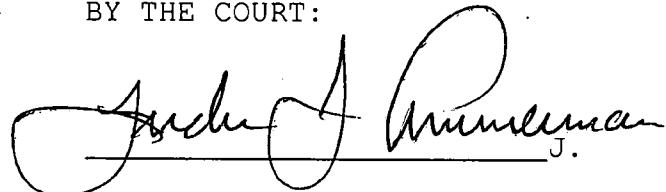
AND NOW, to wit, this 8<sup>th</sup> day of February,  
2006, it appearing that counsel for plaintiff and counsel for  
defendant, United States of America, have consented to the entry  
of the within Order on behalf of their respective clients, it is  
hereby ORDERED, ADJUDGED and DECREED that a judgment be entered  
in favor of the plaintiff and against the United States of  
America for foreclosure of the mortgage of plaintiff in the  
within cause and for sale of the mortgaged property of  
defendant(s) Rebecca Shirey a/k/a Rebecca F. Zook.

It is further ORDERED, ADJUDGED and DECREED that defendant,  
United States of America, shall be notified by plaintiff of the  
date, time and place scheduled for any sheriff's sale of the real

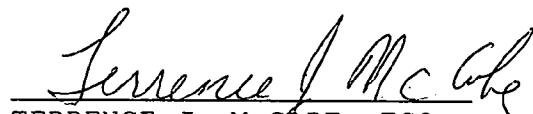
property of the aforesaid defendant(s); that the United States of America shall be entitled to payment from the proceeds of the sheriff's sale to the extent its proper priority would entitle it to the same; and that the United States of America shall be entitled to redeem the aforesaid property within 120 days from the date of sale, as provided by 28 U.S.C. § 2410.

Nothing contained in the within Order shall, in any way, be construed as entry of a monetary judgment against the United States of America, but rather said judgment is limited to the foreclosure and sale of the real estate of the aforesaid defendant(s) in the within proceeding.

BY THE COURT:



Consented to by:



TERRENCE J. McCABE, ESQ.  
Counsel for Plaintiff



MICHAEL C. COLVILLE  
Assistant U.S. Attorney  
Counsel for Defendant  
United States of America

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

TERRENCE J. McCABE\*\*\*  
MARC S. WEISBERG\*\*  
EDWARD D. CONWAY  
MARGARET GAIRO  
RITA C. BUSCHER\*†  
MONICA G. CHRISTIE +  
ANDREW L. MARKOWITZ  
FRANK DUBIN  
BRENDA L. BROGDON\*  
SEAN GARRETT\*+  
BONNIE DAHL\*  
SVEN E. PFAHLERT\*  
SCOTT TAGGART\*  
ANGELA M. MICHAEL  
MATTHEW DITRAPANI^  
CARLA FARALDO^

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 36<sup>TH</sup> STREET  
NEW YORK, NY 10018  
(917) 351-1188  
FAX (917) 351-0363

Of Counsel  
JOSEPH F. RIGA\*  
LISA L. WALLACE†

January 23, 2006

\* Licensed in PA & NJ  
\*\* Licensed in PA & NY  
+ Licensed in PA & NM  
\*\*\* Licensed in PA, NJ & NY  
† Licensed in NY & CT  
^ Licensed in NY  
‡ Managing Attorney for NJ  
+ Managing Attorney for NY

March 13, 2006

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

Re: HSBC, a London Corporation, s/b/m/a of Household Finance Consumer Discount Company vs. Rebecca Shirey a/k/a Rebecca F. Zook and UNITED STATES OF AMERICA  
Clearfield County; Court of Common Pleas; Number 05-1902-CD

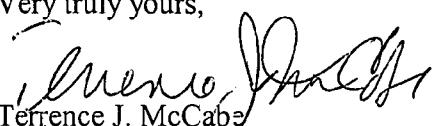
Dear Sir or Madam:

Enclosed please find an original and one copy of Consent Judgment with regard to the above matter. Kindly file the original of record with the Court, and return the time-stamped copy to our office using the self-addressed, stamped envelope provided.

Also enclosed please find our check in the amount of \$20.00 which represents payment of your fee for filing the document.

If you have any questions, please feel free to contact me. Thank you for your courtesy and cooperation in this matter.

Very truly yours,

  
Terrence J. McCabe

TJM/ld

Enclosures

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 of  
Household Finance Consumer Discount  
Company  
vs.  
Rebecca Shirey a/k/a Rebecca F. Zook  
and United States of America c/o United  
States of Attorney for the Western District  
of Pennsylvania

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS  
NUMBER: 05-1902-CD

AFFIDAVIT OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 29<sup>th</sup> 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 29TH DAY  
OF MARCH, 2006.

  
Chrissandra Shaye Hamilton  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

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

FILED NO CC  
APR 03 2006  
M 1117 AM

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 of Household Finance Consumer Discount Company vs. Rebecca Shirey, a/k/a Rebecca F. Zook and United States of America c/o United States of Attorney for the Western District of Pennsylvania	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 05-1902-CD
---	--

AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at RD1 Box 709, Osceola Mill, PA 16666, 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

Rebecca Shirey a/k/a  
Rebecca F. Zook

25 White Birch Drive  
Milroy, PA 17063

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

U.S. Post Office & Courthouse,  
700 Grant Street,  
Suite 400,  
Pittsburgh, PA 15219

**Exhibit A**

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

Name	Address
Rebecca Shirey a/k/a Rebecca F. Zook	25 White Birch Drive Milroy, PA 17063

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.	

Commonwealth of Pennsylvania, Department of Revenue,	P.O. Box 8901, Harrisburg, PA 17105
---	--

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 Known	

Exhibit A

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

Name	Address
Tenant(s)	RD1 Box 709, Osceola Mill, PA 16666

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 7 <sup>th</sup> & Grant Streets Pittsburgh, PA 15219
Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
Internal Revenue Service Federated Investors Tower	13 <sup>th</sup> Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222
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 29, 2006

DATE

  
TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

Exhibit A

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

<p>HSBC, a London Corporation, s/b/m/a of Household Finance Consumer Discount Company vs. Rebecca Shirey a/k/a Rebecca F. Zook and United States of America c/o United States of Attorney for the Western District of Pennsylvania</p>	<p>CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 05-1902-CD</p>
--	---

DATE: March 29, 2006

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

## NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Rebecca Shirey a/k/a Rebecca F. Zook

# EXHIBIT B

PROPERTY: RD1 Box 709, Osceola Mill, PA 16666

### IMPROVEMENTS: Residential Dwelling

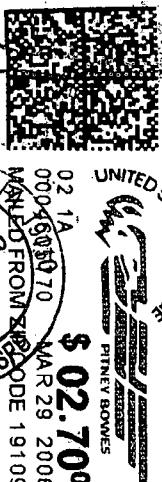
The above-captioned property is scheduled to be sold at the Sheriff's Sale on Friday, June 2, 2006, at 10:00 a.m. in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold a mortgage or judgments and liens 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 27583

Line	Article Number	Address/ Name, Street and PO Address	Postage
1	HSBC v. Zook, Robert & Rebecca	Commonwealth of Pennsylvania, Department of Revenue, P.O. Box 8901, Harrisburg, PA 17105	
2		Tenant(s) RD1 Box 709, Osceola Mill, PA 16666	
3		Domestic Relations Clearfield County 230 E. Market Suite 300 Clearfield, PA 16830	
4		Commonwealth of Pennsylvania, Department of Welfare, P.O. Box 2675, Harrisburg, PA 17105.	
5		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	
6		Commonwealth of Pennsylvania Inheritance Tax Office 1400 Spring Garden Street Philadelphia, PA 19130	
7		Internal Revenue Service Federated Investors Tower 13th Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222	
8		Commonwealth of PA Bureau of Individual Tax Inheritance Tax Division 6th Floor, Strawberry Sq. Dept. #280601 Harrisburg, PA 17128	

**EXHIBIT B**



SH  
Fe  
TD  
Fe  
RR  
Fe

\$ 02.70<sup>0</sup>

02 1A

000-065070

MAR 29 2006

MAILED FROM ZIP CODE 19109

UNITED STATES POSTAL SERVICE

Complete by Typewriter, Ink, or Ball Point Pen

PS Form 3877, February, 2003

**EXHIBIT B**

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

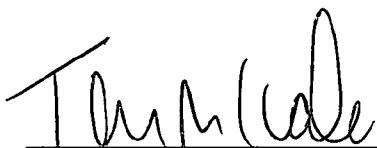
HSBC, a London Corporation, s/b/m/a of  
Household Finance Consumer Discount  
Company  
vs.  
Rebecca Shirey a/k/a Rebecca F. Zook  
and United States of America c/o United  
States of Attorney for the Western District  
of Pennsylvania

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS  
NUMBER: 05-1902-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 <sup>NO CC</sup>  
MHA:SSB  
APR 12 2006  


William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20299

NO: 05-1902-CD

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

vs.  
DEFENDANT: REBECCA SHIREY A/K/A REBECCA F. ZOOK AND UNITED STATES OF AMERICA C/O UNITED STATES OF ATTORNEY FOR THE WESTERN DISTRICT OF PENNSYLVANIA

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 03/09/2006

LEVY TAKEN 03/28/2006 @ 1:57 PM

POSTED 03/28/2006 @ 1:57 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 10/28/2006

DATE DEED FILED **NOT SOLD**

**FILED**  
03/10/06  
OCT 30 2006  
LAW  
William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

04/07/2006 @ 11:00 AM SERVED REBECCA SHIREY A/K/A REBECCA F. ZOOK

MIFFLIN COUNTY SERVED REBECCA SHIREY A/K/A REBECCA F. ZOOK AT HER RESIDENCE 25 WHITE BIRCH DRIVE, MILROY, PENNSYLVANIA BY HANDING TO REBECCA SHIREY

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

03/31/2006 @ SERVED UNITED STATES OF AMERICA, US DEPT OF JUSTICE

SERVED US OF AMERICA US DEPT OF JUSTICE, US ATTY OFFICE, WESTERN DIST OF PA ROOM 633, US COURTHOUSE & POST OFFICE, PITTSBURGH, PA CERT #7005039000372352336 SIGNED FOR BY SCOTT H. KAHART.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

04/04/2006 @ SERVED UNITED STATES OF AMERICA, US ATTORNEY GENERAL

SERVED UNITED STATES OF AMERICA, ATTY GENERAL, C/O DEPT. OF JUSTICE 10TH & CONSTITUTION BLVD, N.W., ROOM 440, WASHINGTON, DC BY CERT & REG MAIL CERT # SIGNED BY ERNEST L. PARKER.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

@ SERVED

NOW, MAY 31, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR JUNE 2, 2006. THE SUM OF \$1,056.70 WAS RECEIVED TO CURE THE DEFULT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20299  
NO: 05-1902-CD

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

vs.

DEFENDANT: REBECCA SHIREY A/K/A REBECCA F. ZOOK AND UNITED STATES OF AMERICA C/O UNITED STATES OF ATTORNEY FOR THE WESTERN DISTRICT OF PENNSYLVANIA

Execution REAL ESTATE

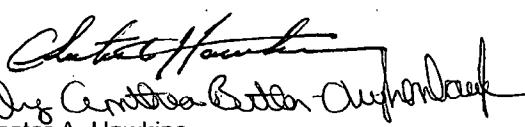
**SHERIFF RETURN**

---

SHERIFF HAWKINS \$213.63

SURCHARGE \$60.00 PAID BY ATTORNEY

So Answers,

  
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.: 2005-01902-CD

Rebecca Shirey, a/k/a Rebecca F. Zook and  
United States of America, c/o United States of Attorney for the  
Western District of Pennsylvania

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 REBECCA SHIREY, a/k/a Rebecca F. Zook, 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:

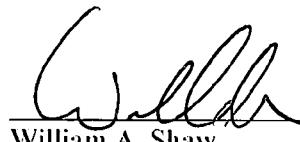
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (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: \$28,171.52  
INTEREST: \$from 2/14/06 (to date of sale, per  
diem \$4.63)  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 3/9/2006

PAID: \$125.00  
SHERIFF: \$

OTHER COSTS: \$

  
\_\_\_\_\_  
William A. Shaw

Prothonotary/Clerk Civil Division

Received this writ this 9th day  
of March A.D. 2006  
At 3:00 A.M. P.M.

Terrence J. McCabe  
Sheriff Sgt. Cynthia Butler-Aughenbaugh

Requesting Party: Terrence J. McCabe, Esq.

123 S. Broad St., Ste 2080

Philadelphia, PA 19109

215-790-1010

## LEGAL DESCRIPTION

All that certain lot or piece of ground, situate in the Township of Decatur, in the County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at a post at land of John M. Chase and Emanuel Kephart, and running along land of Emanuel Kephart in a Southerly direction, twenty five rods to a post; thence in a Westerly direction forty five rods to a post, at land of George Kephart, deceased; thence by lands of said George Kephart, deceased, forty five rods to a post at land of John M. Chase; thence by said lands forty five rods to a post and place of beginning, and containing ten (10) acres, more or less, and having thereon erected a two story frame dwelling house, barn and other buildings.

Excepting and reserving, nevertheless, unto the Grantors, their heirs and assigns, all the coal, fire clay, oil, gas and other minerals in, under and upon the said land; together with the right of ingress, egress and regress to search for, dig, mine and carry away the same without liability for damages for such entry, or by reason of subsidence of the surface caused by the removal of all of said minerals without leaving any support for the surface, said surface support being hereby expressly waived by the grantees, their heirs or assigns; and the said mining rights to extend in favor of the mining, of coal and other minerals from adjoining lands.

Excepting and reserving, also, the hardwood trees, eight (8) inches in diameter measured two feet from the ground, and softwood trees, six (6) inches in diameter measured two feet from the ground, sold to George Demchak by agreement in writing dated May 27, 1944, standing and growing upon the above described premises, unto grantors, their heirs and assigns, together with the right of ingress, egress, and regress upon said premises to cut, make and carry away the same, until May 27, 1947.

PARCEL NO. 112-M13-23

### EXCEPTING OUT:

All that certain piece or parcel of land situated in the Township of Decatur, County of Clearfield and State of Pennsylvania, between Rebecca Shirey now known as Rebecca Zook and Robert Zook her husband, to Raymond Brennan Shirey and Marcia Kay Shirey recorded in Deed Book Volume 1967 page 366 on 09-14-98, bounded and described as follows:

Beginning at an iron pin located on the South side of Township Road #659. Said point is also the Southeast corner of Lot # 1; thence along Lot # 1, North three degrees, nineteen minutes East (3 degrees 19' E) five hundred Ninety-one and fifteen hundredths (591.15) to an iron pin on line of, now or formerly, Joseph N and Barbara C. Yorks; thence along lands of the same, South eighty-eight degrees, sixteen minutes, fifty seconds East (88 degrees 16' 55"E) four hundred twenty-one and seventy-six hundredths feet (421.76) to an iron pin and also the Northwest corner of, now or formerly, Ronald and Mildred Kizer; thence along lands of same and crossing above mentioned Township Road, South three degrees, nineteen minutes West ( 3 degrees 19' W), four hundred twelve and five tenths feet (412.5) to an iron pin; thence along land of, now or formerly, Thomas Wilks, Sr. South sixty-nine degrees, no minutes, thirty-five seconds West (69 degrees 00' 35" W), four hundred sixty-two and six tenths (462.6) to an iron pin and place of beginning. Known as Lot #2 on map prepared by Shirokey Surveys.

CONTAINING 4.8569 acres.

Being Known As: RD1 Box 709, Osceola Mill, PA 16666.

To be sold as the property of : Rebecca Shirey a/k/a Rebecca F. Zook

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME REBECCA SHIREY A/K/A REBECCA F. ZOOK

NO. 05-1902-CD

NOW, October 28, 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 Rebecca Shirey A/K/A Rebecca F. Zook And United States Of America C/O United States Of Attorney For The Western District Of Pennsylvania 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	
LEVY	15.00
MILEAGE	17.80
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	15.70
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	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$192.50</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	28,171.52
INTEREST @ 4.6300	500.04
FROM 02/14/2006 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	60.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$28,731.56</b>
<b>COSTS:</b>	
ADVERTISING	672.82
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	192.50
LEGAL JOURNAL COSTS	252.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,382.32</b>

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

CHESTER A. HAWKINS, Sheriff

## DEPUTATION

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

PAGE 20299 TERM & NO. 05-1902-CD

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

vs.

REBECCA SHIREY A/K/A REBECCA F. ZOOK AND UNITED STATES OF AMERICA C/O UNITED STATES OF ATTORNEY  
THE WESTERN DISTRICT OF PENNSYLVANIA

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

**SERVE BY: ASAP**

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

**SERVE:** REBECCA SHIREY A/K/A REBECCA F. ZOOK

**ADDRESS:** 25 WHITE BIRCH DRIVE  
MILROY, PA 17063

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 MIFFLIN COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Wednesday, March 29, 2006.

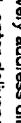
RESPECTFULLY,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

**SENDER: COMPLETE THIS SECTION**

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

COMPLETE THIS SECTION ON DELIVERY

<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>	
<p>1. Article Addressed to:</p>	
<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p> <input checked="" type="checkbox"/> Printed Name <input type="checkbox"/>  <input type="checkbox"/> </p>	
<p>B. Received by <input checked="" type="checkbox"/> Printed Name <input type="checkbox"/>  <input type="checkbox"/> Date of Delivery</p>	
<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	

CIO DEPARTMENT OF JUSTICE 10TH AND CONSTITUTION BLVD. N.W., ROOM 440 WASHINGTON, DC 20530	
PS Form 3811, February 2004	
Domestic Return Receipt <i>Shireen</i>	
(Transfer from service label)	
<p>2. Article Number</p> <p style="text-align: right;">102595-02-M-1540</p>	
<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail      <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered      <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail      <input type="checkbox"/> C.O.D.</p>	
<p>4. Restricted Delivery? (Extra Fee)</p> <p><input type="checkbox"/> Yes</p>	

05 0390 0003 7235 4353

**U.S. Postal Service™**  
**CERTIFIED MAIL**

**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.lisps.com](http://www.lisps.com)

OFFICIAL USE  
WASHINGTON, D.C. 20530

<b>Postage</b>	\$ <b>0.63</b>
<b>Certified Fee</b>	\$ <b>2.40</b>
<b>Return Receipt Fee (Endorsement Required)</b>	\$ <b>1.85</b>
<b>Restricted Delivery Fee (Endorsement Required)</b>	\$ <b>0.00</b>
<b>Total Postage &amp; Fees</b>	<b>\$ 4.88</b>

A circular stamp with the words "CLEAR FIELD" and "MAP" at the top. In the center, it says "Postmark" and "Hannover" with the date "2006" below it. At the bottom, it says "U.S.A." and "2006".

See Reverse for Instructions

SA Form 3800, June 2002

**Street, Apt. No., or PO Box No.** **ATTORNEY GENERAL**  
**City, State, ZIP-4** **CIO DEPARTMENT OF JUSTICE**  
**WASHINGTON, DC 20530** **10<sup>th</sup> AND CONSTITUTION BLVD. N.W., ROOM 440**

111

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**

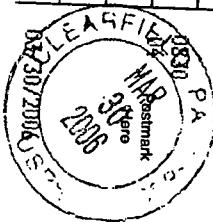
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

PITTSBURGH, PA 15219

**OFFICIAL USE**

7005	0390	0003	2335												
7235															
<table border="1"> <tr> <td>Postage</td> <td>\$ 01.63</td> </tr> <tr> <td>Certified Fee</td> <td>\$ 2.40</td> </tr> <tr> <td>Return Receipt Fee (Endorsement Required)</td> <td>\$ 1.85</td> </tr> <tr> <td>Restricted Delivery Fee (Endorsement Required)</td> <td>\$ 0.00</td> </tr> <tr> <td colspan="2">Total Postage &amp; Fees</td> </tr> <tr> <td colspan="2">\$ 4.88</td> </tr> </table>				Postage	\$ 01.63	Certified Fee	\$ 2.40	Return Receipt Fee (Endorsement Required)	\$ 1.85	Restricted Delivery Fee (Endorsement Required)	\$ 0.00	Total Postage & Fees		\$ 4.88	
Postage	\$ 01.63														
Certified Fee	\$ 2.40														
Return Receipt Fee (Endorsement Required)	\$ 1.85														
Restricted Delivery Fee (Endorsement Required)	\$ 0.00														
Total Postage & Fees															
\$ 4.88															
<p><b>Sent To</b> <b>UNITED STATES OF AMERICA</b>  <b>U.S. ATTORNEY OFFICE</b>  <b>ROOM 633</b>  <b>U.S. COURTHOUSE AND POST OFFICE</b>  <b>PITTSBURGH, PA 15219</b></p>															
<p><b>7005 0390 0003 7235 2336</b></p>															



7005	0003	2335
7235		
<p>See Reverse for Instructions</p>		

**SENDER: COMPLETE THIS SECTION**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

Agent  
 Addressee

X *See - Name*

Date of Delivery  
*3/31/06*

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

1. Article Addressed to:

D. Is delivery address different from item 1?  Yes  
 No

If YES, enter delivery address below:

3. Service Type:

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

4. Restricted Delivery? (Extra Fee)  Yes

7005 0390 0003 7235 2336

102595-02-M-1540

2. Article Number  
*(Transfer from service label)*

PS Form 3800, June 2002

See Reverse for Instructions

Domestic Return Receipt *See Reverse*

Joseph A. Bradley, Sheriff  
 Baron K. Lewis, Chief Deputy  
 Laurie J. Kozak, Deputy  
 Christopher S. Shade, Deputy  
 Charles L. Angney, Deputy

  
**SHERIFF'S OFFICE**

MIFFLIN COUNTY  
 20 North Wayne Street  
 Lewistown, PA 17044  
 (717) 242-1105 \*\* (717) 242-1808  
 Fax: (717) 248-2907

David W. Molek, Solicitor  
 (717) 248-9656

Plaintiff: HSBC		Court Number: 05-1902-CD
		County: Clearfield County
Defendant: Rebecca Shirey A/K/A Rebecca F. Zook		Type of Writ or Complaint: <input checked="" type="checkbox"/> Writ <input type="checkbox"/> Notice of Sheriff Sale
Serve At	Name: Rebecca Shirey A/K/A Rebecca F. Zook	Address: 25 White Birch Dr., Milroy, Pa. 17063
	Name:	Address:

Indicate Unusual Service:  Comm. of Pa.  Deputization  Other

Now \_\_\_\_\_, 20\_\_\_\_\_, I, SHERIFF OF MIFFLIN COUNTY, PA. do hereby depose the Sheriff of \_\_\_\_\_ County to execute this Writ and make return thereof according to law. This depose is made at the request and risk of plaintiff. **X** Sheriff of Mifflin Co.

Special Instructions or other information that will assist in expediting service:

Attorney or other Organization requesting service: Clearfield County Sheriff's Office		Telephone No: (814) 765-2641	Date Filed: 3/29/2006
I acknowledge receipt of the Writ or Complaint as indicated above: <b>X</b> <i>Joseph A. Bradley</i>		Date Received: 4/3/2006	Exp. Date: 6/2/2006
I hereby CERTIFY and RETURN that I <input checked="" type="checkbox"/> have personally served. <input type="checkbox"/> have legal evidence of service as shown in "Remarks", <input type="checkbox"/> have executed as shown in "Remarks", the Writ or Complaint described on the individual, company, corporation, etc. at the address shown above or on the individual, company, corporation, etc., at the address inserted below, handing a TRUE and ATTESTED copy thereof.			
<input type="checkbox"/> I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., name above. (See Remarks below.)			
Name and Title of individual served: Served Rebecca Shirey A/K/A Rebecca F. Zook		<input type="checkbox"/> A person of suitable age and discretion then residing at the defendant's usual place of abode.	

Address where served (complete only if different than shown above)							Date of Service: 4/7/2006	Time: 11:00 AM	
Attempts 1	Date 4/7/2006	Miles 24	Dep. Int. CLA	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.
Advance Costs \$75.00	Service Costs \$18.00	Mileage \$10.00	Postage \$1.00	Surcharge \$0.00	Notary \$5.00	Total \$34.00	Refund \$41.00		

Remarks: (See other side)

Sworn to and subscribed before me this

*7 day of April 2006*

**X** *Margaret L. Bowersox*

Notary Public	COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL	
MARGARET L. BOWERSOX, Notary Public	
Lewistown Boro, Mifflin County	
My Commission Expires Feb. 4, 2010	

So Answers:

Deputy Sheriff <i>X Charles L. Angney</i>	Charles L. Angney	4/7/2006
Sheriff <i>X Joseph A. Bradley</i>	Joseph A. Bradley	4/7/2006

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

TERRENCE J. McCABE

SUITE 2080  
123 SOUTH BROAD STREET  
PHILADELPHIA, PA 19109  
(215) 790-1010  
FAX (215) 790-1274SUITE 600  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(856) 858-7080  
FAX (856) 858-7020SUITE 205  
53 WEST 36<sup>TH</sup> STREET  
NEW YORK, NY 10018  
(917) 351-1188  
FAX (917) 351-0363

May 31, 2006

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

Re: HSBC, a London Corporation, s/b/m/a of Household Finance Consumer Discount  
 Company  
 vs.  
 Rebecca Shirey a/k/a Rebecca F. Zook and UNITED STATES OF AMERICA  
 Clearfield County, Court of Common Pleas; No. 05-1902-CD  
 Premises: RD1 Box 709, Osceola Mill, PA, 16666  
Date of Sheriff's Sale: June 2, 2006

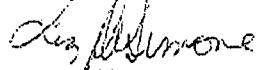
Dear Sheriff:

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. HSBC has accepted \$1,056.70 in order to reinstate their loan.

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  
 Legal Assistant

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

SIGNATURE

DATE