

06-291-CD
Chase Home Finance LLC vs

Chase Home vs Danielle Bobby et al
2006-291-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

Chase Home Finance LLC
10790 Rancho Bernardo Road
San Diego, CA 92127

v.

Danielle Bobby, Administratrix of the
Estate of Tina M. Bobby, Deceased
Mortgagor and Real Owner and
Administratrix of the Estate of Daniel
F. Bobby, Deceased Mortgagor and
Real Owner
1166 Route 410
Punxsutawney, PA 15767

Attorney for Plaintiff

Clearfield County
Court of Common Pleas

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FEB 23 2008 Adm pd
85.00
William A. Shaw
Prothonotary/Clerk of Courts

Number 06-291-CD

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

AVISO

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

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A 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 INFORMATION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGUN HONORARIO.

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McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

Chase Home Finance LLC
10790 Rancho Bernardo Road
San Diego, CA 92127

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v.

Danielle Bobby, Administratrix of the Estate of
Tina M. Bobby, Deceased Mortgagor and Real
Owner and Administratrix of the Estate of Daniel
F. Bobby, Deceased Mortgagor and Real Owner
1166 Route 410
Punxsutawney, PA 15767

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Chase Home Finance LLC, a corporation duly organized and doing business at the above captioned address.

2. The Defendant is Danielle Bobby, Administratrix of the Estate of Tina M. Bobby, Deceased Mortgagor and Real Owner and Administratrix of the Estate of Daniel F. Bobby, Deceased Mortgagor and Real Owner of the mortgaged property hereinafter described, and her last-known address is 1166 Route 410, Punxsutawney, PA 15767.

3. On 09/29/1997, Daniel F. Bobby and Tina M. Bobby made, executed and delivered a mortgage upon the premises hereinafter described to Advanta Finance Corporation which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #200412941.

4. On 08/09/2004, the aforesaid mortgage was thereafter assigned by Advanta Finance Corporation to Bankers Trust Company of California, N.A., as Custodian or Trustee by Assignment of Mortgage recorded in the Office of the Recorder of Clearfield County in Assignment of Mortgage Book as Instrument #200412941.

5. The aforesaid mortgage was further assigned by Bankers Trust Company of California, N.A., as Custodian or Trustee to Chase Home Finance LLC, Plaintiff herein, by Assignment of Mortgage which will be duly recorded in the Office of the Recorder of Clearfield County.

6. On 07/27/2005, Tina M. Bobby and Daniel F. Bobby departed this life. Letters of Administration were granted to Danielle Bobby as Administratrix of the Estates of Tina M. Bobby and Daniel F. Bobby, Deceased Mortgagors and Real Owners.

7. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RD 1 Box 236, Rockton, PA 15856, Parcel Number 129-E7-62, Assessed at 487 Sunset Lake Road, Rockton, PA 15856.

8. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 08/03/2005 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	\$ 18,599.75
Interest 07/03/2005 through 11/23/2005	\$ 624.95
(Plus \$ 4.88 per diem thereafter)	
Attorney's Fee	\$ 1,500.00
Delinquent Taxes Paid	\$ 1,615.57
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 22,890.27

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.

12. Plaintiff does not hold the within named Defendant personally liable on this cause of action and releases her from any personal liability. This action is being brought to foreclose on her interests in the aforesaid real estate only.

WHEREFORE, Plaintiff demands an in rem Judgment against the Defendant in the sum of \$22,890.27, together with interest at the rate of \$4.88 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

VERIFICATION

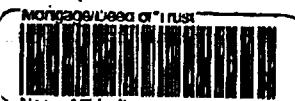
The undersigned, Kim Blanc, hereby certifies that she is the Mortgage Officer of the Plaintiff in the within action,

Chase Home Finance LLC, and that she is authorized to make this verification and that the foregoing facts are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsification to authorities.



Kim Blanc

Parcel Number:



Space Above This Line for Recording Data

MORTGAGE

THIS MORTGAGE (hereinafter referred to as "Security Instrument") is given on this 29th day of September, 19 97. The Mortgagor is Daniel F. Bobby and

Tina M. Bobby, his wife (herein "Borrower"). This Security Instrument is given to Advanta Finance Corp., a corporation organized and existing under the laws of Nevada, whose address is ..
300 Penn Center Blvd., Suite 417 Pittsburgh, Pa. 15235 (herein "Lender").

BORROWER, does hereby mortgage, grant and convey to Lender the following described property ("Property") located in the County of Clelfield, State of Pennsylvania:

Acct. # 54256140

SEE "SCHEDULE A" Case # 21567-1

Together with the buildings and improvements thereon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining, in order to secure repayment of the indebtedness evidenced by Borrower's:

If checked, Revolving Loan Agreement of even date herewith, which obligates Lender, subject to the conditions stated therein, to advance to Borrower up to a Credit Limit of \$ _____, plus finance and other charges due and payable on _____.

If checked, Note of even date herewith, in the principal sum of \$ 60,401.31, payable in monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 3, 2007.

This Mortgage also secures any extensions, future advances, renewals, modifications, or refinancing thereof; and the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Security Instrument and the performance of the covenants and agreements herein contained.

If checked, the Revolving Loan Agreement or Note contains provisions for a variable rate. The payment amount or term of the indebtedness may vary, as may the amount of interest secured by this Security Instrument.

As additional security for payment of the aforesaid indebtedness, Borrower hereby presently and absolutely assigns to Lender all rents, profits, rights and benefits accruing under all leases now or hereafter placed on said Property, and the lessee, assignee or sublessee is hereby directed on production of this Security Instrument, or certified copy thereof, to pay said rents, profits, rights and benefits to Lender. In the event of default in the covenants and conditions of this Security Instrument, or other obligation secured hereby, Lender shall have the right peaceably to enter upon and take possession of said Property and assume control of the transactions having to do with rents and profits, to collect the same and to apply them to payment of the aforesaid indebtedness.

Exhibit A
7/3/06

ADDITIONAL TERMS

Provided that if the said Borrower, executors, administrators, or assigns, shall well and truly pay, or cause to be paid, the aforesaid indebtedness stated above and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Security Instrument shall be released.

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

Borrower and Lender further covenant and agree as follows:

1. **Payment of Principal and Interest; Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Revolving Loan Agreement or Note and any late and other charges due thereunder.
2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender shall be applied: first to any late or other charges due under the Revolving Loan Agreement or Note; second, to interest due; and last to principal due.
3. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Upon Borrower making these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.
4. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term of "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. The insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 6. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments or change the amount of the payments due Lender. If the Property is acquired by Lender hereunder, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.
5. **Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided herein, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any information) in connection with the loan evidenced by the Revolving Loan Agreement or Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
6. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Revolving Loan Agreement or Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.
7. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Initials: J.B Y.S

ADDITIONAL TERMS

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments due Lender.

9. 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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 15. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Revolving Loan Agreement or Note: (a) is co-signing this Security Instrument only to mortgage that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Revolving Loan Agreement or Note without that Borrower's consent.

11. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Revolving Loan Agreement or Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Revolving Loan Agreement or Note.

12. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. Governing Law; Severability. This Security Instrument shall be governed by the law of the state of Pennsylvania and federal law, where applicable. In the event that any provision or clause of this Security Instrument or the Revolving Loan Agreement or Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Revolving Loan Agreement or Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Revolving Loan Agreement or Note are declared to be severable.

14. Borrower's Copy. Borrower shall be given one conformed copy of the Revolving Loan Agreement or Note and of this Security Instrument.

15. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by applicable law as of the date of this Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

16. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior 5 days (or such other period as applicable law may specify for reinstatement) of entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Revolving Loan Agreement or Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 15.

17. Sale of Revolving Loan Agreement or Note; Change of Loan Servicer. The Revolving Loan Agreement or Note or a partial interest in the Revolving Loan Agreement or Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Revolving Loan Agreement or Note and this Security instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Revolving Loan Agreement or Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

Initials: DR YJ
PAGE 3 OF 5

ADDITIONAL TERMS

18. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means state and federal laws and laws that relate to health, safety or environmental protection.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 15 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose the Security Instrument by judicial proceeding. Lender shall be entitled to collect all costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, attorneys' fees and costs of title evidence.

20. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay all recordation, taxes and other costs associated therewith. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

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

22. Reinstatement Period. Borrower's time to reinstate provided in paragraph 16 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

25. Rehabilitation of 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.

Initials: DB Yb

**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.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witness:

Elaine Fischer

Elaine Fischer

Daniel F. Bobby

Daniel F. Bobby

(Seal)
Borrower

Elaine Fischer

Tina M. Bobby

Tina M. Bobby

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Sign Original Only)

Certificate of Residence

I, Elaine Fischer, do hereby certify that the correct address of the within-named Lender is 300 Penn Center Blvd., Suite 417 Pittsburgh, Pa. 15235

Witness my hand this 29th day of September 1997

Elaine Fischer

Elaine Fischer

Agent of Lender

COMMONWEALTH OF PENNSYLVANIA,

County ss.

On this, the 29th day of September, 1997
officer personally appeared Daniel F. Bobby and Tina M. Bobby

before me, the undersigned

person S whose name is S
executed the same for the purposes herein contained.

subscribed to the within instrument and acknowledged that they

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Amy Waters

Amy Waters

Title of Officer

My Commission Expires:

Notarial Seal

Amy L. Waters, Notary Public
Pittsburgh, Allegheny County
My Commission Expires March 5, 2001

Member, Pennsylvania Association of Notaries

(Space Below this Line Reserved For Lender and Recorder)

SCHEDULE A

Name of Borrower(s) Daniel F. Bobby and Tina M. Bobby

Order Number 21567-1

Legal Description of Real Property:

EXHIBIT A

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF UNION IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED 09/14/1987 AND RECORDED 09/21/1987, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 1183 PAGE 112.

TAX PARCEL ID: 129-E07-62
ADDRESS: RD 1 BOX 236
ROCKTON, PA 15856

Real Property
Commonly Known As:

R.D. #1 Box 236
Rockton, Pa. 15856

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Service# 1 of 2 services

CHASE HOME FINANCE LLC

NO. 06-291-CD

-VS-

DANIELLE BOBBY, Admx. Of the Estate of Tina M. Bobby,
Deceased et al

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF'S RETURN

NOW MARCH 3, 2006, CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY DEPUTIZED THE SHERIFF OF CAMBRIA COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DANIELLE BOBBY, Admx. Of the Estate of Tina M. Bobby, Deceased Mortagor & Real Owner & Admx. Of the Estate of Daniel F. Bobby, Deceased, defendant.

NOW MARCH 7, 2006 COMPLAINT IN MORTGAGE FORECLOSURE RETURNED FROM CAMBRIA COUNTY SHERIFF AS ADDRESS IS IN JEFFERSON COUNTY.

FILED
01/08/06
APR 06 2006
WM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101282
NO: 06-291-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CHASE HOME FINANCE LLC

VS.

DEFENDANT: DANIELLE BOBBY, Admx. of the Estate of Tina M. Bobby, Deceased et al

SHERIFF RETURN

NOW, March 10, 2006 AT 10:15 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON OCCUPANT (Bobby Property) DEFENDANT AT RD#1 BOX 236, ROCKTON, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DANIELLE BOBBY, DAUGHTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101282
NO: 06-291-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CHASE HOME FINANCE LLC

vs.

DEFENDANT: DANIELLE BOBBY, Admx. of the Estate of Tina M. Bobby, Deceased et al

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MCCABE	74693	10.00
SURCHARGE	MCCABE	74694	10.00
SHERIFF HAWKINS	MCCABE	74694	46.57
CAMBRIA CO.	MCCABE	74696	0.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2006



Chester A. Hawkins
Sheriff



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 101282

TERM & NO. 06-291-CD

CHASE HOME FINANCE LLC

COMPLAINT IN MORTGAGE FORECLOSURE

vs.

DANIELLE BOBBY, Admx. of the Estate of Tina M. Bobby, Deceased et al

SERVE BY: 03/25/06

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

SERVE: DANIELLE BOBBY, Admx. / Estate/Tina M. Bobby, Dec.Mortagor&Real Owner & Admx./Estate/Daniel F. Bobby, Deceased

ADDRESS: 1166 Route 410, PUNXSUTAWNEY, PA 15767

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 CAMBRIA COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, March 03, 2006.

RESPECTFULLY,

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

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Attorney for Plaintiff

Chase Home Finance LLC
10790 Rancho Bernardo Road
San Diego, CA 92127

v.

Danielle Bobby, Administratrix of the
Estate of Tina M. Bobby, Deceased
Mortgagor and Real Owner and
Administratrix of the Estate of Daniel
F. Bobby, Deceased Mortgagor and
Real Owner
1166 Route 410
Punxsutawney, PA 15767

Clearfield County
Court of Common Pleas

Number

06-291-CD

I hereby certify this to be a true
and accurate copy of the original
stating of claim in this case

FEB 23 2006

Attest

[Signature]
Prothonotary/
Clerk of Courts

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

AVISO

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

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

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

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

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

Chase Home Finance LLC
10790 Rancho Bernardo Road
San Diego, CA 92127

Clearfield County
Court of Common Pleas

v.

Danielle Bobby, Administratrix of the Estate of
Tina M. Bobby, Deceased Mortgagor and Real
Owner and Administratrix of the Estate of Daniel
F. Bobby, Deceased Mortgagor and Real Owner
1166 Route 410
Punxsutawney, PA 15767

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Chase Home Finance LLC, a corporation duly organized and doing business at the above captioned address.

2. The Defendant is Danielle Bobby, Administratrix of the Estate of Tina M. Bobby, Deceased Mortgagor and Real Owner and Administratrix of the Estate of Daniel F. Bobby, Deceased Mortgagor and Real Owner of the mortgaged property hereinafter described, and her last-known address is 1166 Route 410, Punxsutawney, PA 15767.

3. On 09/29/1997, Daniel F. Bobby and Tina M. Bobby made, executed and delivered a mortgage upon the premises hereinafter described to Advanta Finance Corporation which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book as Instrument #200412941.

4. On 08/09/2004, the aforesaid mortgage was thereafter assigned by Advanta Finance Corporation to Bankers Trust Company of California, N.A., as Custodian or Trustee by Assignment of Mortgage recorded in the Office of the Recorder of Clearfield County in Assignment of Mortgage Book as Instrument #200412941.

5. The aforesaid mortgage was further assigned by Bankers Trust Company of California, N.A., as Custodian or Trustee to Chase Home Finance LLC, Plaintiff herein, by Assignment of Mortgage which will be duly recorded in the Office of the Recorder of Clearfield County.

6. On 07/27/2005, Tina M. Bobby and Daniel F. Bobby departed this life. Letters of Administration were granted to Danielle Bobby as Administratrix of the Estates of Tina M. Bobby and Daniel F. Bobby, Deceased Mortgagors and Real Owners.

7. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as RD 1 Box 236, Rockton, PA 15856, Parcel Number 129-E7-62, Assessed at 487 Sunset Lake Road, Rockton, PA 15856.

8. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 08/03/2005 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:

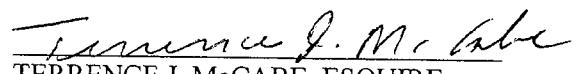
Principal Balance	\$	18,599.75
Interest 07/03/2005 through 11/23/2005	\$	624.95
(Plus \$ 4.88 per diem thereafter)		
Attorney's Fee	\$	1,500.00
Delinquent Taxes Paid	\$	1,615.57
Cost of Suit	\$	225.00
Appraisal Fee	\$	125.00
Title Search	\$	<u>200.00</u>
 GRAND TOTAL	\$	22,890.27

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.

12. Plaintiff does not hold the within named Defendant personally liable on this cause of action and releases her from any personal liability. This action is being brought to foreclose on her interests in the aforesaid real estate only.

WHEREFORE, Plaintiff demands an in rem Judgment against the Defendant in the sum of \$22,890.27, together with interest at the rate of \$4.88 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

VERIFICATION

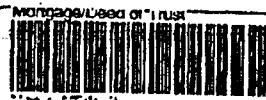
The undersigned, Kim Blanc, hereby certifies that she is the Mortgage Officer of the Plaintiff in the within action, _____

Chase Home Finance LLC, and that she is authorized to make this verification and that the foregoing facts are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsification to authorities.



Kim Blanc

Parcel Number:



Space Above This Line for Recording Data

MORTGAGE

THIS MORTGAGE (hereinafter referred to as "Security Instrument") is given on this 29th day of September, 19 97. The Mortgagor is Daniel F. Bobby and

Tina M. Bobby, his wife (herein "Borrower"). This Security Instrument is given to Advanta Finance Corp., a corporation organized and existing under the laws of Nevada, whose address is ..
300 Penn Center Blvd., Suite 417 Pittsburgh, Pa. 15235 (herein "Lender").

BORROWER, does hereby mortgage, grant and convey to Lender the following described property ("Property") located in the County of Cleatfield, State of Pennsylvania:

Acct. # 54256140

SEE "SCHEDULE A" Case # 21567-1

Together with the buildings and improvements thereon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining, in order to secure repayment of the indebtedness evidenced by Borrower's:

If checked, Revolving Loan Agreement of even date herewith, which obligates Lender, subject to the conditions stated therein, to advance to Borrower up to a Credit Limit of \$ _____, plus finance and other charges due and payable on _____

If checked, Note of even date herewith, in the principal sum of \$ 60,401.31, payable in monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 3, 2007

This Mortgage also secures any extensions, future advances, renewals, modifications, or refinancing thereof; and the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Security Instrument and the performance of the covenants and agreements herein contained.

If checked, the Revolving Loan Agreement or Note contains provisions for a variable rate. The payment amount or term of the indebtedness may vary, as may the amount of interest secured by this Security Instrument.

As additional security for payment of the aforesaid indebtedness, Borrower hereby presently and absolutely assigns to Lender all rents, profits, rights and benefits accruing under all leases now or hereafter placed on said Property, and the lessee, assignee or sublessee is hereby directed on production of this Security Instrument, or certified copy thereof, to pay said rents, profits, rights and benefits to Lender. In the event of default in the covenants and conditions of this Security Instrument, or other obligation secured hereby, Lender shall have the right peaceably to enter upon and take possession of said Property and assume control of the transactions having to do with rents and profits, to collect the same and to apply them to payment of the aforesaid indebtedness.

Exhibit A
7B Y.b
1 OF 6

ADDITIONAL TERMS

Provided that if the said Borrower, executors, administrators, or assigns, shall well and truly pay, or cause to be paid, the aforesaid indebtedness stated above and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Security Instrument shall be released.

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

Borrower and Lender further covenant and agree as follows:

- 1. Payment of Principal and Interest; Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Revolving Loan Agreement or Note and any late and other charges due thereunder.
- 2. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender shall be applied: first to any late or other charges due under the Revolving Loan Agreement or Note; second, to interest due; and last to principal due.
- 3. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Upon Borrower making these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.
- 4. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term of "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. The insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 6. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments or change the amount of the payments due Lender. If the Property is acquired by Lender hereunder, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.
- 5. Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided herein, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any information) in connection with the loan evidenced by the Revolving Loan Agreement or Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 6. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Revolving Loan Agreement or Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.
- 7. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Initials: J.B J.B

ADDITIONAL TERMS

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments due Lender.

9. 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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 15. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Revolving Loan Agreement or Note: (a) is co-signing this Security Instrument only to mortgage that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Revolving Loan Agreement or Note without that Borrower's consent.

11. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Revolving Loan Agreement or Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Revolving Loan Agreement or Note.

12. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. Governing Law; Severability. This Security Instrument shall be governed by the law of the state of Pennsylvania and federal law, where applicable. In the event that any provision or clause of this Security Instrument or the Revolving Loan Agreement or Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Revolving Loan Agreement or Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Revolving Loan Agreement or Note are declared to be severable.

14. Borrower's Copy. Borrower shall be given one conformed copy of the Revolving Loan Agreement or Note and of this Security Instrument.

15. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by applicable law as of the date of this Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

16. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior 5 days (or such other period as applicable law may specify for reinstatement) or entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Revolving Loan Agreement or Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 15.

17. Sale of Revolving Loan Agreement or Note; Change of Loan Servicer. The Revolving Loan Agreement or Note or a partial interest in the Revolving Loan Agreement or Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Revolving Loan Agreement or Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Revolving Loan Agreement or Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

ADDITIONAL TERMS

18. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means state and federal laws and laws that relate to health, safety or environmental protection.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 15 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose the Security Instrument by judicial proceeding. Lender shall be entitled to collect all costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, attorneys' fees and costs of title evidence.

20. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay all recordation, taxes and other costs associated therewith. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

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

22. Reinstatement Period. Borrower's time to reinstate provided in paragraph 16 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

25. Rehabilitation of 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.

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.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witness:

Elaine Fischer
Elaine Fischer

Daniel F. Bobby
Daniel F. Bobby
(Seal)
Borrower

Elaine Fischer

Tina M. Bobby
Tina M. Bobby
(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

Certificate of Residence

(Sign Original Only)

I, Elaine Fischer, do hereby certify that the correct address of the within-named Lender is 300 Penn Center Blvd., Suite 417 Pittsburgh, Pa. 15235

Witness my hand this 29th day of September 1997

Elaine Fischer
Elaine Fischer
Agent of Lender

COMMONWEALTH OF PENNSYLVANIA,

County xx.

On this, the 29th day of September, 1997, before me, the undersigned officer personally appeared Daniel F. Bobby and Tina M. Bobby

person g whose name is S subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Amy Waters
Amy Waters

Title of Officer

My Commission Expires:

Notarial Seal
Amy L. Waters, Notary Public
Pittsburgh, Allegheny County
My Commission Expires March 5, 2001

Member, Pennsylvania Association of Notaries

(Space Below this Line Reserved For Lender and Recorder)

SCHEDULE A

Name of Borrower(s) Daniel F. Bobby and Tina M. Bobby

Order Number 21567-1

Legal Description of Real Property:

EXHIBIT A

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF UNION IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED 09/14/1987 AND RECORDED 09/21/1987, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 1183 PAGE 112.

TAX PARCEL ID: 129-E07-62
ADDRESS: RD 1 BOX 236
ROCKTON, PA 15856

Real Property
Commonly Known As:

R.D. #1 Box 236
Rockton, Pa. 15856

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

FILED
m 11:30 AM
APR 11 2006
Atty pd.
20.00
mcg

William A. Shaw
Prothonotary/Clerk of Courts

Statement to
Atty

Chase Home Finance LLC
v.

Clearfield County
Court of Common Pleas

Danielle Bobby, Administratrix of the
Estate of Tina M. Bobby, Deceased
Mortgagor and Real Owner and
and
Tina M. Bobby - Deceased 7/27/05
and
Daniel F. Bobby - Deceased 7/27/05

Number 06-291-CD

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

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

Principal	\$ 22,890.27
Interest from 11/24/2005 - 04/11/2006	\$ 679.32
TOTAL	\$ 23,568.59

J. McCabe
TERRENCE J. McCABE, ESQUIRE

AND NOW, this 11th day of April , 2006, Judgment is entered in favor of Plaintiff, Chase Home Finance LLC, and against Defendants, Danielle Bobby, Administratrix of the Estate of Tina M. Bobby, Deceased Mortgagor and Real Owner , and damages are assessed in the amount of **\$ 23,568.59**, plus interest and costs.

BY THE PROTHONOTARY:

William Johnson

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

Chase Home Finance LLC

v.

Danielle Bobby, Administratrix of the
Estate of Tina M. Bobby, Deceased
Mortgagor and Real Owner and
and
Tina M. Bobby - Deceased 7/27/05
and
Daniel F. Bobby - Deceased 7/27/05

Clearfield County
Court of Common Pleas

Number 06-291-CD

AFFIDAVIT OF NON-MILITARY SERVICE

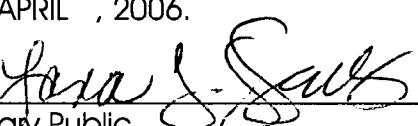
COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF PHILADELPHIA :

The undersigned, being duly sworn according to law, deposes and says that the Defendants are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended; and that the Defendant, Danielle Bobby, Administratrix of the Estate of Tina M. Bobby, Deceased Mortgagor and Real Owner and, is over eighteen (18) years of age and resides at RD 1 Box 236, Rockton, PA 15856

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 11th DAY
OF APRIL , 2006.



Notary Public



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

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

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

Attorney for Plaintiff

Chase Home Finance LLC

v.

Danielle Bobby, Administratrix of the
Estate of Tina M. Bobby, Deceased
Mortgagor and Real Owner and
and
Tina M. Bobby - Deceased 7/27/05
and
Daniel F. Bobby - Deceased 7/27/05

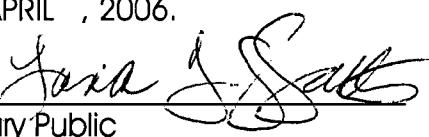
Clearfield County
Court of Common Pleas

Number 06-291-CD

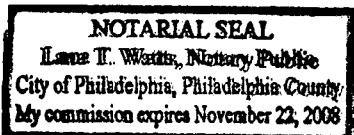
CERTIFICATION

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

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 11th DAY
OF APRIL , 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**

March 31, 2006

To: Danielle Bobby, Administratrix of the Estate of Tina M. Bobby, Deceased Mortgagor and Real Owner and Administratrix of the Estate of Daniel F. Bobby, Deceased Mortgagor and Real Owner Owner and
RD 1 Box 236,
Rockton, PA 15856

Exhibit A

Chase Home Finance LLC

vs.

Danielle Bobby, Administratrix of the Estate of Tina M. Bobby, Deceased Mortgagor and Real Owner and Administratrix of the Estate of Daniel F. Bobby, Deceased Mortgagor and Real Owner

Clearfield County
Court of Common Pleas

Number 06-291-CD

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

IMPORTANT NOTICE

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

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

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

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

NOTIFICACION IMPORTANTE

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

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

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

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

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

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

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

CC: *[Handwritten signature]*

William A. Shaw
Prothonotary

To: Danielle Bobby, Administratrix of the
Estate of Tina M. Bobby,
Deceased Mortgagor and Real Owner and
RD 1 Box 236,
Rockton, PA 15856

Chase Home Finance LLC

v.

Danielle Bobby, Administratrix of the
Estate of Tina M. Bobby, Deceased
Mortgagor and Real Owner and
and
Tina M. Bobby - Deceased 7/27/05
and
Daniel F. Bobby - Deceased 7/27/05

Clearfield County
Court of Common Pleas

Number 06-291-CD

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 4/11/06
William A. Shaw
Prothonotary

Judgment by Default
 Money Judgment
 Judgment in Replevin
 Judgment for Possession

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

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

Chase Home Finance LLC
Plaintiff(s)

No.: 2006-00291-CD

Real Debt: \$23,568.59

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Danielle Bobby
Estate of Tina M. Bobby
Daniel F. Bobby Estate
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 11, 2006

Expires: April 11, 2011

Certified from the record this 11th day of April, 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

Praecipe for Writ of Execution-MORTGAGE FORECLOSURE

Chase Home Finance LLC

VS.

Danielle Bobby, Administratrix of the Estate of
Tina Bobby, Deceased Mortgagor and Real
Owner and Administratrix of the Estate of
Daniel F. Bobby, Deceased Mortgagor and
Real Owner

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

06-291-CD
NO. _____ TERM

FILED *Atty pd. 20.00*
M 11/4/06
APR 26 2006 *CC & 6 wnts to Shff*

William A. Shaw *w/ prop. descr.*
Prothonotary/Clerk of Courts
6K

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue Writ of Execution in the above matter;

1. Directed to the Sheriff of CLEARFIELD COUNTY.

2. Against the following property Danielle Bobby, Administratrix of the Estate of Tina Bobby, Deceased Mortgagor and Real Owner and Administratrix of the Estate of Daniel F. Bobby, Deceased Mortgagor and Real Owner

____ Of defendant(s) and

3. Against the following property in the hands of (name) _____

Danielle Bobby, Administratrix of the Estate of Tina Bobby, Deceased Mortgagor and Real Owner and Administratrix of the Estate of Daniel F. Bobby, Deceased Mortgagor and Real Owner

Administrator of the Estate of Daniel F. Bobby, Deceased Mortgagor and Real Owner

4. And index this writ;

(a) against Danielle Bobby, Administratrix of the Estate of Tina Bobby, Deceased Mortgagor and Real Owner and Administratrix of the Estate of Daniel F. Bobby, Deceased Mortgagor and Real Owner Defendant(s) and

(b) against _____ as Garnishee

As a lis pendens against real property of the defendant(s) in name

of garnishee as follows, RD #1, Box 236, Rockton PA 15856

(Specifically described property)

(If space insufficient, attach extra sheets)

5. Amount Due \$ 23,568.59

Interest from 04/24/2006 - to date of sale \$ _____

Costs (to be added) \$ _____

125.00 **Prothonotary costs**

T. McCabe

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

06-291-CD NO. TERM

RECEIVED WRIT THIS DAY
Tel: 215 790 1010

NO. TERM

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA

卷之三

APR 26 2006

William A. Shaw
Prothonotary/Clerk of Courts

Chase Home Finance LLC

vs.

Danielle Bobby, Administratrix of the Estate of Tina Bobby, Deceased Mortgagor and Real Owner and Administratrix of the Estate of Daniel F. Bobby, Deceased Mortgagor and Real Owner

(MORTGAGE FORECLOSURE)

EXECUTION DEBT

INTEREST FROM 04/24/2006 - to date of sale

THE INFLUENCE OF THE ENVIRONMENT

PROTHONOTARY \$125.00

USE ATTORNEY

USE PLAINTIFF

ATTORNEY'S
COMM.

SATISFACTION

SHERIFF

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

J. McCabe
Attorney for Plaintiff(s)

LEGAL DESCRIPTION

ALL that certain piece, parcel or tract of land situate, lying and being in the Shaffer Mining Subdivision in the Township of Union, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a 1" iron pipe set at the Southwestern most corner of the land hereby conveyed, said iron pipe also being the Northwestern most corner of Lot No. 1 of the aforementioned subdivision and also on the Eastern right of way line of the Baltimore & Ohio Railroad and running; thence North 14° 31' West 292.4 feet along the Eastern right of way of the Baltimore & Ohio Railroad to a 1" iron pipe set at the Northwestern most corner of the land hereby conveyed; thence South 79° 34' East 716.7 feet along the land of Lot No. 3 in the aforementioned subdivision to a point in LR 17029 at the Northeastern most corner of the land hereby conveyed; thence South 07° 39' West 265.5 feet along LR 17029 to a point at the Southeastern most corner of the land hereby conveyed; thence North 79° 34' West 606.2 feet along the land of Lot No. 1 in the aforementioned subdivision to a 1" iron pipe set at the Southwestern most corner of the land hereby conveyed and the point of beginning.

Containing 4.0 acres. Being Lot No. 2 in the Shaffer Mining Subdivision, plot plan of which is hereto attached and made a part hereof.

EXCEPTING AND RESERVING unto former grantor, its nominees, grantees, successors and assigns, to the extent that it has an interest in such oil and gas, an undivided one-half interest in and to all oil and gas underlying the above premises and all rights appurtenant thereto, including, but not limited to, any and all rights necessary to explore for, drill for, produce and/or store such oil and/or gas.

Being Known As: RD #1, Box 236, Rockton PA 15856.

Tax Parcel No. 129-E7-62

Improvement: Residential Dwelling

To be sold as the property of: Danielle Bobby, Administratrix of the Estate of Tina Bobby, Deceased Mortgagor and Real Owner and Administratrix of the Estate of Daniel F. Bobby, Deceased Mortgagor and Real Owner

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

Chase Home Finance LLC vs. Danielle Bobby, Administratrix of the Estate of Tina Bobby, Deceased Mortgagor and Real Owner and Administratrix of the Estate of Daniel F. Bobby, Deceased Mortgagor and Real Owner	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 06-291-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 RD #1, Box 236, Rockton, PA 15856, 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
Danielle Bobby, Administratrix of the Estate of Tina M. Bobby, Deceased Mortgagor and Real Owner and Administratrix of the Estate of Daniel F. Bobby, Deceased Mortgagor and Real Owner	RD#1, Box 236 Rockton, PA 15856

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

Name

Address

Danielle Bobby, Administratrix
of the Estate of Tina M. Bobby,
Deceased Mortgagor and Real Owner
and Administratrix of the
Estate of Daniel F. Bobby,
Deceased Mortgagor and Real Owner RD#1, Box 236
Rockton, PA 15856

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

Name

Address

Plaintiff herein.

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

Name

Address

Plaintiff herein.

Firstplus Bank, a California Corporation, 18302 Irvine Boulevard,
Tustin, CA 92780

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)

RD #1, Box 236,
Rockton PA 15856

Domestic Relations	Clearfield County 230 E. Market Suite 300 Clearfield, PA 16830
Commonwealth of Pennsylvania, Inheritance Tax Office	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 th & 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 th 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.

April 24, 2006

DATE


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

LEGAL DESCRIPTION

ALL that certain piece, parcel or tract of land situate, lying and being in the Shaffer Mining Subdivision in the Township of Union, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a 1" iron pipe set at the Southwestern most corner of the land hereby conveyed, said iron pipe also being the Northwestern most corner of Lot No. 1 of the aforementioned subdivision and also on the Eastern right of way line of the Baltimore & Ohio Railroad and running; thence North 14° 31' West 292.4 feet along the Eastern right of way of the Baltimore & Ohio Railroad to a 1" iron pipe set at the Northwestern most corner of the land hereby conveyed; thence South 79° 34' East 716.7 feet along the land of Lot No. 3 in the aforementioned subdivision to a point in LR 17029 at the Northeastern most corner of the land hereby conveyed; thence South 07° 39' West 265.5 feet along LR 17029 to a point at the Southeastern most corner of the land hereby conveyed; thence North 79° 34' West 606.2 feet along the land of Lot No. 1 in the aforementioned subdivision to a 1" iron pipe set at the Southwestern most corner of the land hereby conveyed and the point of beginning.

Containing 4.0 acres. Being Lot No. 2 in the Shaffer Mining Subdivision, plot plan of which is hereto attached and made a part hereof.

EXCEPTING AND RESERVING unto former grantor, its nominees, grantees, successors and assigns, to the extent that it has an interest in such oil and gas, an undivided one-half interest in and to all oil and gas underlying the above premises and all rights appurtenant thereto, including, but not limited to, any and all rights necessary to explore for, drill for, produce and/or store such oil and/or gas.

Being Known As: RD #1, Box 236, Rockton PA 15856.

Tax Parcel No. 129-E7-62

Improvement: Residential Dwelling

To be sold as the property of: Danielle Bobby, Administratrix of the Estate of Tina Bobby, Deceased Mortgagor and Real Owner and Administratrix of the Estate of Daniel F. Bobby, Deceased Mortgagor and Real Owner

EXHIBIT A

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

Chase Home Finance LLC

Vs.

NO.: 2006-00291-CD

Danielle Bobby, Administratrix of the Estate of
Estate of Tina M. Bobby, Deceased Mortgagor and Real
Owner and Administratrix of the Estate of Daniel F.
Bobby, Deceased Mortgagor and Real Owner

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CHASE HOME FINANCE LLC, Plaintiff(s) from Danielle Bobby, Administratrix of the Estate of Estate of Tina M. Bobby, Deceased Mortgagor and Real Owner and Administratrix of the Estate of Daniel F. Bobby, Deceased Mortgagor and Real Owner Defendant(s):

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

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: \$23,568.59
INTEREST from 04/24/2006-to date of sale
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 04/26/2006

PAID: \$125.00
SHERIFF: \$
OTHER COSTS: \$



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

LEGAL DESCRIPTION

ALL that certain piece, parcel or tract of land situate, lying and being in the Shaffer Mining Subdivision in the Township of Union, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a 1" iron pipe set at the Southwestern most corner of the land hereby conveyed, said iron pipe also being the Northwestern most corner of Lot No. 1 of the aforementioned subdivision and also on the Eastern right of way line of the Baltimore & Ohio Railroad and running; thence North 14° 31' West 292.4 feet along the Eastern right of way of the Baltimore & Ohio Railroad to a 1" iron pipe set at the Northwestern most corner of the land hereby conveyed; thence South 79° 34' East 716.7 feet along the land of Lot No. 3 in the aforementioned subdivision to a point in LR 17029 at the Northeastern most corner of the land hereby conveyed; thence South 07° 39' West 265.5 feet along LR 17029 to a point at the Southeastern most corner of the land hereby conveyed; thence North 79° 34' West 606.2 feet along the land of Lot No. 1 in the aforementioned subdivision to a 1" iron pipe set at the Southwestern most corner of the land hereby conveyed and the point of beginning.

Containing 4.0 acres. Being Lot No. 2 in the Shaffer Mining Subdivision, plot plan of which is hereto attached and made a part hereof.

EXCEPTING AND RESERVING unto former grantor, its nominees, grantees, successors and assigns, to the extent that it has an interest in such oil and gas, an undivided one-half interest in and to all oil and gas underlying the above premises and all rights appurtenant thereto, including, but not limited to, any and all rights necessary to explore for, drill for, produce and/or store such oil and/or gas.

Being Known As: RD #1, Box 236, Rockton PA 15856.

Tax Parcel No. 129-E7-62

Improvement: Residential Dwelling

To be sold as the property of: Danielle Bobby, Administratrix of the Estate of Tina Bobby, Deceased Mortgagor and Real Owner and Administratrix of the Estate of Daniel F. Bobby, Deceased Mortgagor and Real Owner

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

Chase Home Finance LLC vs. Danielle Bobby, Administratrix of the Estate of Tina Bobby, Deceased Mortgagor and Real Owner and Administratrix of the Estate of Daniel F. Bobby, Deceased Mortgagor and Real Owner	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 06-291-CD
--	---

AFFIDAVIT OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 2nd day of May , 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 2nd DAY
OF MAY, 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

MAY 08 2006

11:30 AM

William A. Shaw

Prothonotary/Clerk of Courts

I CERTIFY TO ANOTHER

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

Exhibit "A"

Chase Home Finance LLC vs. Danielle Bobby, Administratrix of the Estate of Tina Bobby, Deceased Mortgagor and Real Owner and Administratrix of the Estate of Daniel F. Bobby, Deceased Mortgagor and Real Owner	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 06-291-CD
--	---

AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at RD #1, Box 236, Rockton, PA 15856, 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
Danielle Bobby, Administratrix of the Estate of Tina M. Bobby, Deceased Mortgagor and Real Owner and Administratrix of the Estate of Daniel F. Bobby, Deceased Mortgagor and Real Owner	RD#1, Box 236 Rockton, PA 15856

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

Name	Address
Danielle Bobby, Administratrix of the Estate of Tina M. Bobby, Deceased Mortgagor and Real Owner and Administratrix of the Estate of Daniel F. Bobby, Deceased Mortgagor and Real Owner	RD#1, Box 236 Rockton, PA 15856

Danielle Bobby, Administratrix
of the Estate of Tina M. Bobby,
Deceased Mortgagor and Real Owner
and Administratrix of the
Estate of Daniel F. Bobby,
Deceased Mortgagor and Real Owner RD#1, Box 236
Rockton, PA 15856

Exhibit "A"

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

Name	Address
Plaintiff herein.	

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

Name	Address
Plaintiff herein.	

Firstplus Bank, a California Corporation, 18302 Irvine Boulevard,
Tustin, CA 92780

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)	RD #1, Box 236, Rockton PA 15856

Domestic Relations

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

Commonwealth of Pennsylvania,

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

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

633 U.S. Post Office
and Courthouse
7th & Grant Streets
Pittsburgh, PA 15211

Commonwealth of Pennsylvania
Inheritance Tax Office

1400 Spring Garden Street
Philadelphia, PA 19130

Internal Revenue Service
Federated Investors Tower

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

Commonwealth of PA
Bureau of Individual Tax
Inheritance Tax Division

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

Department of Public Welfare
TPL Casualty Unit Estate
Recovery Program

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

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

April 24, 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

Chase Home Finance LLC vs. Danielle Bobby, Administratrix of the Estate of Tina Bobby, Deceased Mortgagor and Real Owner and Administratrix of the Estate of Daniel F. Bobby, Deceased Mortgagor and Real Owner	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 06-291-CD
--	---

DATE: May 2, 2006

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

Exhibit "B"

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Danielle Bobby, Administratrix of the Estate of Tina Bobby, Deceased Mortgagor and Real Owner and Administratrix of the Estate of Daniel F. Bobby, Deceased Mortgagor and Real Owner

PROPERTY: RD #1, Box 236, Rockton PA 15856

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on Friday, July 7, 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 27760

Check type of mail or service:
 Certified
 COD
 Delivery Confirmation
 Express Mail
 Insured
 Return Receipt for Merchandise
 Signature Confirmation

Line

Article Number

Address: Name, Street and PO Address

Postage



UNITED STATES POSTAGE
 PINNEY BOWES
 \$ 02.70⁰
 02 1A
 0004605770 MAY 02 2006
 MAILED FROM ZIP CODE 19109

SH
Fee

RD
Fee

RR
Fee

1	Chase v. Bobby	Firstplus Bank, a California Corporation, 18302 Irvine Boulevard, Tustin, CA 92780	
2		Tenant(s) RD #1, Box 236, Rockton PA 15856	
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 7 th & 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 13 th 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"

PS Form 3877, February, 2005

Exhibit "B"

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

Attorney for Plaintiff

FILED
MAY 18 2006
1:36 PM

William A. Shaw
Prothonotary/Clerk of Courts

Chase Home Finance LLC vs. Danielle Bobby, Administratrix of the Estate of Tina Bobby, Deceased Mortgagor and Real Owner and Administratrix of the Estate of Daniel F. Bobby, Deceased Mortgagor and Real Owner	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 06-291-CD
--	---

SUPPLEMENTAL AFFIDAVIT OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 2nd day of May , 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 2nd DAY
OF MAY, 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

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

Chase Home Finance LLC
Plaintiff

v.

Danielle Bobby, Administratrix of the
Estate of Tina Bobby, Deceased
Mortgagor and Real Owner and
Administratrix of the Estate of Daniel F.
Bobby, Deceased Mortgagor and Real
Owner
Defendant

COURT OF COMMON PLEAS

Clearfield COUNTY

Number 06-291-CD

Exhibit "A"

SUPPLEMENTAL AFFIDAVIT PURSUANT TO RULE 3129

I, Terrence J. McCabe, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at: **RD 1 Box 236, Rockton, PA 15856**, a copy of the description of said property is attached hereto and marked as Exhibit "A."

1. Name and address of Owner or Reputed Owner:

Name	Address
Danielle Bobby, Administratrix of the Estate of Tina M. Bobby, Deceased Mortgagor and Real Owner and Administratrix of the Estate of Daniel F. Bobby. Deceased Mortgagor and Real Owner	RD#1, Box 236 Rockton, PA 15856

2. Name and address of Defendant in the judgment:

Name	Address
Danielle Bobby, Administratrix of the Estate of Tina M. Bobby, Deceased Mortgagor and Real Owner and Administratrix of the Estate of Daniel F. Bobby, Deceased Mortgagor and Real Owner	RD#1, Box 236 Rockton, PA 15856

Exhibit "A"

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	
National City Corporation	One National City Parkway Kalamazoo, MI 49009
Chase Bank USA, N.A.	c/o NCO Financial Systems, Inc. Probate Department, #450 1804 Washington Boulevard Baltimore, MD 21230

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

Name	Address
Plaintiff herein.	
Firstplus Bank, a California Corporation,	18302 Irvine Boulevard, Tustin, CA 92780
U.S. Bank, National Association ND	4325 17th Avenue, S.W. Fargo, ND 58103

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

Name	Address
None	

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

Name	Address
Tenants	RD 1 Box 236, Rockton, PA 158569633
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 th & 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 th 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.

May 10, 2006

DATE

TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

ntiff

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

Attorney for Plaintiff

Chase Home Finance LLC vs. Danielle Bobby, Administratrix of the Estate of Tina Bobby, Deceased Mortgagor and Real Owner and Administratrix of the Estate of Daniel F. Bobby, Deceased Mortgagor and Real Owner	CLEARFIELD COUNTY COURT OF COMMON PLEAS NUMBER: 06-291-CD
--	---

DATE: May 10, 2006

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

Exhibit "B"

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Danielle Bobby, Administratrix of the Estate of Tina Bobby,
Deceased ,Mortgagor and Real Owner and Administratrix of the
Estate of Daniel F. Bobby, Deceased Mortgagor and Real Owner

PROPERTY: RD #1, Box 236, Rockton PA 15856

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on Friday, July 7, 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.

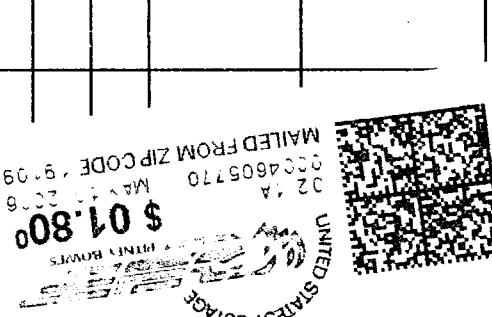
A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

Name and Address of Sender
 McCabe, Weisberg and Conway, P.C.
 123 S. Broad St., Suite 2080
 Philadelphia, PA 19109
ATTN: Charlynn Mills 27760

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

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

Line	Article Number	Address (Name, Street and PO Address)	Postage	Fee	Handling	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1	Chase v. Bobby	National City Corporation One National City Parkway Kalamazoo, MI 49009											
2		Chase Bank USA, N.A. c/o NCO Financial Systems, Inc. Probate Department, #450 1804 Washington Boulevard Baltimore, MD 21230											
3		U.S. Bank, National Association ND 4325 17 th Avenue, S.W. Fargo, ND 58103											
4													
5													
6													
7													
8													
9													



The full explanation of values is required for all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonperishable documents is \$1,000.00. The maximum indemnity for all other mail is \$500.00, but International Mail Service is responsible for a liability for up to \$5,000.00 to send, but not all countries. The maximum indemnity is \$2,000.00 for registered mail. See Domestic Mail Manual (DM-1) and SM-1 for a combination of coverage on printed and COD mail. See International Mail Manual (IM) for limitations of coverage on international mail. Special handling charges apply on the Standard Mail (10) and Standard Mail (10) percent.

Total Number of Pieces Listed by Sender 3	Total Number of Pieces Received at Post Office 2
---	--

Postmaster, Per (Name of receiving employee)
[Signature]

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20329
NO: 06-291-CD

PLAINTIFF: CHASE HOME FINANCE LLC

VS.

DEFENDANT: DANIELL BOBBY, ADMINISTRATIX OF THE ESTATE OF TINA BOBBY, DECEASED MORTGAGOR AND REAL OWNER AND ADMINISTRATIX OF THE ESTATE OF DANIEL F. BOBBY, DECEASED

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 04/26/2006

LEVY TAKEN 05/16/2006 @ 10:25 AM

POSTED 05/16/2006 @ 10:25 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 11/13/2006

DATE DEED FILED **NOT SOLD**

FILED

NOV 13 2006

6/11/2011

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

05/16/2006 @ 10:25 AM SERVED DANIELLE BOBBY

SERVED DANIELLE BOBBY, DEFENDANT, AT HER RESIDENCE RD #1, BOX 236 POSSIBLE 911 487 SUNSET LAKE ROAD, ROCKTON, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DANIEL BOBBY

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

@ SERVED

NOW, JULY 7, 2006 DURING SHERIFF SALE ATTORNEY PETER SMITH REPRESENTING MCCABE, WEISBERG, AND CONWAY AT THE SHERIFF SALE CONTINUED THE SALE FOR 30 DAYS.

@ SERVED

NOW, JULY 19, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR AUGUST 4, 2006. THE DEFENDANT PAID \$18451.50 TO CURE THE DEFAULT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20329
NO: 06-291-CD

PLAINTIFF: CHASE HOME FINANCE LLC

vs.

DEFENDANT: DANIELL BOBBY, ADMINISTRATIX OF THE ESTATE OF TINA BOBBY, DECEASED MORTGAGOR AND
REAL OWNER AND ADMINISTRATIX OF THE ESTATE OF DANIEL F. BOBBY, DECEASED

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$562.63

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

Chester A. Hawkins
by *Amber Bitter-Augustine*
Chester A. Hawkins
Sheriff

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

Chase Home Finance LLC

Vs.

NO.: 2006-00291-CD

Danielle Bobby, Administratrix of the Estate of
Estate of Tina M. Bobby, Deceased Mortgagor and Real
Owner and Administratrix of the Estate of Daniel F.
Bobby, Deceased Mortgagor and Real Owner

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CHASE HOME FINANCE LLC, Plaintiff(s) from Danielle Bobby, Administratrix of the Estate of Estate of Tina M. Bobby, Deceased Mortgagor and Real Owner and Administratrix of the Estate of Daniel F. Bobby, Deceased Mortgagor and Real Owner Defendant(s):

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

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

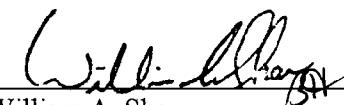
Garnishee(s) as follows:

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

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: \$23,568.59
INTEREST from 04/24/2006-to date of sale
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 04/26/2006

PAID: \$125.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 26th day
of April A.D. 2006
At 8:00 A.M./RM

Chesler A. Staehelin
Sheriff by Cynthia Bitter - Deponent

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

LEGAL DESCRIPTION

ALL that certain piece, parcel or tract of land situate, lying and being in the Shaffer Mining Subdivision in the Township of Union, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a 1" iron pipe set at the Southwestern most corner of the land hereby conveyed, said iron pipe also being the Northwestern most corner of Lot No. 1 of the aforementioned subdivision and also on the Eastern right of way line of the Baltimore & Ohio Railroad and running; thence North 14° 31' West 292.4 feet along the Eastern right of way of the Baltimore & Ohio Railroad to a 1" iron pipe set at the Northwestern most corner of the land hereby conveyed; thence South 79° 34' East 716.7 feet along the land of Lot No. 3 in the aforementioned subdivision to a point in LR 17029 at the Northeastern most corner of the land hereby conveyed; thence South 07° 39' West 265.5 feet along LR 17029 to a point at the Southeastern most corner of the land hereby conveyed; thence North 79° 34' West 606.2 feet along the land of Lot No. 1 in the aforementioned subdivision to a 1" iron pipe set at the Southwestern most corner of the land hereby conveyed and the point of beginning.

Containing 4.0 acres. Being Lot No. 2 in the Shaffer Mining Subdivision, plot plan of which is hereto attached and made a part hereof.

EXCEPTING AND RESERVING unto former grantor, its nominees, grantees, successors and assigns, to the extent that it has an interest in such oil and gas, an undivided one-half interest in and to all oil and gas underlying the above premises and all rights appurtenant thereto, including, but not limited to, any and all rights necessary to explore for, drill for, produce and/or store such oil and/or gas.

Being Known As: RD #1, Box 236, Rockton PA 15856.

Tax Parcel No. 129-E7-62

Improvement: Residential Dwelling

To be sold as the property of: Danielle Bobby, Administratrix of the Estate of Tina Bobby, Deceased Mortgagor and Real Owner and Administratrix of the Estate of Daniel F. Bobby, Deceased Mortgagor and Real Owner

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
215 HADDON AVENUE
WESTMONT, NJ 08108
(856) 858-7080
FAX (856) 858-7020SUITE 205
52 WEST 36TH STREET
NEW YORK, NY 10018
(917) 351-1188
FAX (917) 351-0363

July 19, 2006

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

Re: Chase Home Finance LLC

vs.

Danielle Bobby, Administratrix of the Estate of Tina M. Bobby, Deceased Mortgagor and
Real Owner and and Tina M. Bobby - Deceased 7/27/05 and Daniel F. Bobby - Deceased
7/27/05

Clearfield County; Court of Common Pleas; No.
Premises: RD 1 Box 236; Rockton, PA, 15856

Date of Sheriff's Sale: August 4, 2006 (continued from 7/7/06)

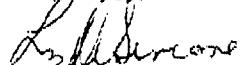
Dear Sheriff:

As you know, the above-captioned property is currently listed for the August 4, 2006, Sheriff's Sale. I am writing to you at this time to request that you stay the Sale. Our client accepted a reinstatement of \$18,451.50.

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

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME DANIELLE BOBBY NO. 06-291-CD

NOW, November 13, 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 , I exposed the within described real estate of Daniell Bobby, Administratix Of The Estate Of Tina Bobby, Deceased Mortgagor And Real Owner And Administratix Of The Estate Of Daniel F. Bobby, Deceased 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:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR SERVICE	15.00	DEBT-AMOUNT DUE	23,568.59
MILEAGE	15.00	INTEREST @	0.00
LEVY	11.57	FROM 04/24/2006 TO	
MILEAGE POSTING	15.00	PROTH SATISFACTION	
CSDS COMMISSION	10.00	LATE CHARGES AND FEES	
POSTAGE	0.00	COST OF SUIT-TO BE ADDED	
HANDBILLS	5.46	FORECLOSURE FEES	
DISTRIBUTION	15.00	ATTORNEY COMMISSION	
ADVERTISING	25.00	REFUND OF ADVANCE	20.00
ADD'L SERVICE	15.00	REFUND OF SURCHARGE	
DEED		SATISFACTION FEE	
ADD'L POSTING		ESCROW DEFICIENCY	
ADD'L MILEAGE		PROPERTY INSPECTIONS	
ADD'L LEVY		INTEREST	
BID/SETTLEMENT AMOUNT		MISCELLANEOUS	
RETURNS/DEPUTIZE			
COPIES	15.00	TOTAL DEBT AND INTEREST	\$23,588.59
	5.00		
BILLING/PHONE/FAX		COSTS:	
CONTINUED SALES	20.00	ADVERTISING	1,246.80
MISCELLANEOUS		TAXES - COLLECTOR	
TOTAL SHERIFF COSTS	\$193.60	TAXES - TAX CLAIM	
		DUE	
		LIEN SEARCH	100.00
		ACKNOWLEDGEMENT	
DEED COSTS:		DEED COSTS	0.00
ACKNOWLEDGEMENT		SHERIFF COSTS	193.60
REGISTER & RECORDER		LEGAL JOURNAL COSTS	198.00
TRANSFER TAX 2%	0.00	PROTHONOTARY	125.00
TOTAL DEED COSTS	\$0.00	MORTGAGE SEARCH	40.00
		MUNICIPAL LIEN	
		TOTAL COSTS	\$1,903.40

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