

06-1083-CD
HSBC Bank vs Jack E. Johnston

2006-1083-CD
HSBC Bank vs Jack Johnston

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

HSBC Bank (USA), National
Association, Trustee
10790 Rancho Bernardo Road
San Diego, CA 92127

v.

Jack E. Johnston
1073 West Hannah Street
Houtzdale, PA 16651

Attorney for Plaintiff

Clearfield County
Court of Common Pleas

Number

AO-1083-CD

FILED
M 11/19/01
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William A. Shaw
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 Meholick
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA, 16830
814-765-2641 x 5982

AVISO

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

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

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

Dave Meholick
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HSBC Bank (USA), National Association,
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Jack E. Johnston
1073 West Hannah Street
Houtzdale, PA 16651

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is HSBC Bank (USA), National Association, Trustee, a corporation duly organized and doing business at the above captioned address.

2. The Defendant is Jack E. Johnston, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is 1073 West Hannah Street, Houtzdale, PA 16651.

3. On 07/30/2004, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Mortgage Electronic Registration Systems, Inc., as nominee for People's Choice Home Loan, Inc. which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book 200412658.

4. The aforesaid mortgage was thereafter assigned by Mortgage Electronic Registration Systems, Inc., as nominee for People's Choice Home Loan, Inc. to HSBC Bank (USA), National Association, Trustee, Plaintiff herein, by Assignment of Mortgage which will be duly recorded in the Office of the Recorder of Clearfield County.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 1073 West Hannah Street, Houtzdale, PA 16651.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 03/01/2006 and each month thereafter are due and unpaid, and by the terms of said mortgage,

upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

7. The following amounts are due on the mortgage:

Principal Balance	\$ 40,068.34
Interest 02/01/2006 through 06/13/2006	\$ 1,498.55
(Plus \$ 11.35 per diem thereafter)	
Attorney's Fee	\$ 2,003.42
Late Charges	\$ 157.14
Escrow Advances	\$ 1,248.00
Corporate Advances	\$ 92.75
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	\$ <u>200.00</u>
GRAND TOTAL	\$ 45,618.20

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

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

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$45,618.20, together with interest at the rate of \$11.35 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

VERIFICATION

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

Terrence J. McCabe
TERRENCE J. McCABE

CERTIFIED TRUE COPY

Prepared By:

Pam Ingalls
 7515 Irvine Center Drive,
 Irvine, CA 92618

Parcel Number:
 130.0-M14-406-00028

Return To:
 PEOPLE'S CHOICE HOME LOAN,
 INC.
 7515 IRVINE CENTER DRIVE,
 IRVINE, CA 92618

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100273900101359874



DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated July 30, 2004 together with all Riders to this document.
- (B) "Borrower" is JACK E. JOHNSTON, AN UNMARRIED MAN

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint MI 48501-2026, tel. (888) 679-MERS.

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PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS Form 3039 1/01

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VMP MORTGAGE FORMS - (800)521-7291

(D) "Lender" is People's Choice Home Loan, Inc.

Lender is a CORPORATION

organized and existing under the laws of WYOMING

Lender's address is 7515 IRVINE CENTER DRIVE, IRVINE, CA 92618

(E) "Note" means the promissory note signed by Borrower and dated July 30, 2004
The Note states that Borrower owes Lender FORTY THOUSAND FOUR HUNDRED AND 00/100

Dollars
(U.S. \$40,400.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2034

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

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

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

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

(L) "Escrow Items" means those items that are described in Section 3.

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the COUNTY [Type of Recording Jurisdiction] of CLEARFIELD [Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT 'A'

which currently has the address of 1073 WEST HANNAH STREET

HOUTZDALE

[City], Pennsylvania 16651

[Street]

[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

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

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

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment

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can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

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

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

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shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

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

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

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

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

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. 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.

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

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

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

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

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

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

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

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous 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 Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be

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dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

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

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to

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

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

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

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

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or

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agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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

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

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

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

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

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

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

24. Waivers. Borrower, to the extent permitted by Applicable Law, waives and releases any 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.

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

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

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

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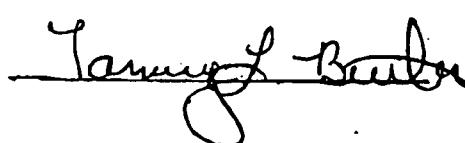
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:



JACK E. JOHNSTON (Seal)
-Borrower

(Seal)
-Borrower

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Certificate of Residence

I, Tammy L. Butler, do hereby certify that
 the correct address of the within-named Mortgagee is P.O. Box 2026, Flint, MI 48501-2026.

Witness my hand this

30th day of July, 2004

Tammy L. Butler
 Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

Clearfield County ss:

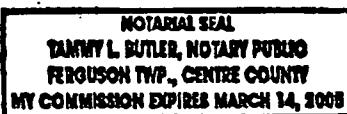
On this, the 30th day of July, 2004, before me, the
 undersigned officer, personally appeared

Jack E. Johnston

known to me (or
 satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and
 acknowledged that he/she/they executed the same for the purposes herein contained.

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

My Commission Expires:



Tammy L. Butler

Title of Officer

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ALL that certain piece or parcel of ground lying and being in the Township of Woodward, Clearfield County, Pennsylvania, known as Lot No. 13 in the Western Extension of the Borough of Houtzdale, bounded and described as follows:

BEGINNING at a post on the Northwest corner of Lot No. 12 in the Western Extension of the Borough of Houtzdale; thence South 45° West, Four Hundred Twenty-seven (427) feet to a post; thence North 87 $\frac{1}{4}$ ° West, One Hundred Eighty (180) feet; thence North 45° East, Four Hundred Eighty-five (485) feet to a post on Township Road; thence South 69° East, One Hundred Fifty (150) feet to place of beginning. Containing 1 acre and 53 perches.

EXCEPTING AND RESERVING all the coal and other minerals as reserved in prior deeds in chain of title, with the full and free right to dig and remove same.

ALSO RESERVING a parcel of land conveyed to Alexander Smith in Deed Book 14, Page 262, 50 feet by 300 feet, being a portion of the eastern part of Lot No. 13.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101694
NO: 06-1083-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC Bank (USA)
vs.
DEFENDANT: JACK E. JOHNSTON

SHERIFF RETURN

NOW, August 04, 2006 AT 10:06 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JACK E. JOHNSTON DEFENDANT AT 1073 WEST HANNAH ST., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CRYSTAL JOHNSTON, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
08/10/2006
SEP 14 2006
S
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	MCCABE	81202	10.00
SHERIFF HAWKINS	MCCABE	81202	65.00
SHERIFF HAWKINS		82890	17.47

Sworn to Before Me This

____ Day of _____ 2006

So Answers,

*Chester A. Hawkins
by Marlyn Hagan*
Chester A. Hawkins
Sheriff

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

Attorney for Plaintiff

HSBC Bank (USA), National Association,
Trustee

v.

Jack E. Johnston

Clearfield County
Court of Common Pleas

Number 06-1083-CD

ORDER

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

BY THE COURT:

J.

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

Attorney for Plaintiff

HSBC Bank (USA), National Association,
Trustee

Clearfield County
Court of Common Pleas

v.

Jack E. Johnston

Number 06-1083-CD

MOTION FOR DEFAULT JUDGMENT AND ASSESSMENT OF DAMAGES

- 1) Plaintiff filed a Complaint in Mortgage Foreclosure.
- 2) The Sheriff notified the Plaintiff that service was effectuated as set forth in Paragraph 3.
- 3) The Sheriff served the Complaint in Mortgage Foreclosure on the Defendant on August 4, 2006.
- 4) The Sheriff has not been able to file with the Prothonotary forthwith a return of service as required by Pennsylvania Rule of Civil Procedure 405(a)(e).
- 5) Plaintiff attempted to file its Praeclipe for Default Judgment and Assessment of Damages and Writ of Execution.
- 6) The Default Judgment and Writ of Execution has been rejected by the Prothonotary for the none compliance by the Sheriff with Pennsylvania Rule of Civil Procedure 405(a)(e).
- 7) All other Pennsylvania Rules of Civil Procedure have been complied with.
- 8) Plaintiff rights are being prejudiced.

FILED
SEP 12 2006
m 12:30 (*Em*)
William A. Shaw
Prothonotary/Clerk of Courts
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- 9) Pennsylvania Rule of Civil Procedure are not to be strictly construed.
- 10) The verification of the Plaintiff is attached setting forth that service was made.
- 11) The aforesaid verification should suffice as substantially compliant with Pennsylvania Rule of Civil Procedure 405(a)(e).

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



TERRENCE J. McCABE, ESQUIRE

VERIFICATION

I, Terrence J. McCabe certifies to the best of his knowledge information and belief that the Sheriff of Clearfield County has served the defendant in the above-captioned matter on the 4th day August, 2006.

September 11, 2006
DATE

T. McCabe
TERRENCE J. MCCABE, ESQUIRE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101694
NO: 06-1083-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC Bank (USA)
vs.
DEFENDANT: JACK E. JOHNSTON

COPY

SHERIFF RETURN

NOW, August 04, 2006 AT 10:06 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JACK E. JOHNSTON DEFENDANT AT 1073 WEST HANNAH ST., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CRYSTAL JOHNSTON, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	MCCABE	81202	10.00
SHERIFF HAWKINS	MCCABE	81202	65.00
SHERIFF HAWKINS			17.47

Sworn to Before Me This

____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

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

HSBC Bank (USA), National Association,
Trustee

*
*
*
*
*

vs.

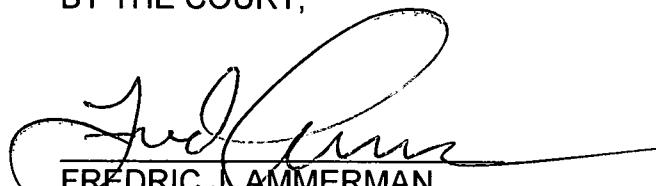
NO. 06-1083-CD

Jack E. Johnston

ORDER

NOW, this 18th day of September, 2006, the Court being in receipt of the Motion for Default Judgment and Assessment of Damages filed by the Plaintiff, it the ORDER of this Court that said Motion be dismissed as moot, since the Sheriff Return of Service of the Complaint in Mortgage Foreclosure on the Defendant was filed with the Prothonotary of Clearfield County on September 14, 2006.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED

09/14/2006
SEP 19 2006

William A. Shaw
Prothonotary/Clerk of Courts
220 Atty McCabe
1cc Def. 1073 W. Hanover St
Harrisdale, PA
16651

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

Attorney for Plaintiff

HSBC Bank (USA), National Association,
Trustee

v.

Jack E. Johnston

Clearfield County
Court of Common Pleas

Number 06-1083-CD

FILED

SEP 27 2006

12:40 PM
William A. Shaw
Prothonotary/Clerk of Courts

1 CERT TO

ATT

1 CERT TO
TO DANA

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

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

Principal	\$ 45,618.20
Interest from 06/14/2006 - 09/05/2006	\$ 953.40
 TOTAL	 \$ 46,571.60

T. McCabe
TERRENCE J. McCABE, ESQUIRE

AND NOW, this 27 day of *Sept*, 2006, Judgment is entered in favor of Plaintiff, HSBC Bank (USA), National Association, Trustee, and against Defendant, Jack E. Johnston, and damages are assessed in the amount of **\$ 46,571.60**, plus interest and costs.

BY THE PROTHONOTARY:

will

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

William A. Shaw
Prothonotary

To: Jack E. Johnston
1073 West Hannah Street
Houtzdale, PA 16651

HSBC Bank (USA), National Association,
Trustee

v.

Jack E. Johnston

Clearfield County
Court of Common Pleas

Number 06-1083-CD

NOTICE

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

W.A.S.
William A. Shaw
Prothonotary

9-27-06

Judgment by Default *46,571.60*
 Money Judgment
 Judgment in Replevin
 Judgment for Possession

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

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

Attorney for Plaintiff

HSBC Bank (USA), National Association,
Trustee

Clearfield County
Court of Common Pleas

v.

Jack E. Johnston

Number 06-1083-CD

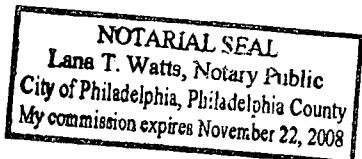
CERTIFICATION

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

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 5th DAY
OF AUGUST, 2006.

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


Notary Public



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

Attorney for Plaintiff

HSBC Bank (USA), National Association,
Trustee

v.

Jack E. Johnston

Clearfield County
Court of Common Pleas

Number 06-1083-CD

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:

SS.

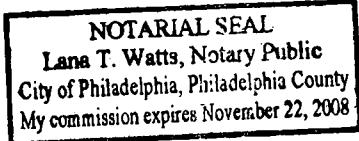
COUNTY OF PHILADELPHIA :

The undersigned, being duly sworn according to law, deposes and says that the Defendant is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended; and that the Defendant, Jack E. Johnston, is over eighteen (18) years of age and resides at 1073 West Hannah Street, Houtzdale, PA 16651.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 5th DAY
OF AUGUST, 2006.

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

Lana T. Watts
Notary Public



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

**William A. Shaw
Prothonotary**

August 25, 2006

To: Jack E. Johnston
1073 West Hannah Street
Houtzdale, PA 16651

Exhibit A

HSBC Bank (USA), National Association,
Trustee

Clearfield County
Court of Common Pleas

vs.

Jack E. Johnston

Number 06-1083-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.

J. McCabe

TERRENCE J. McCABE, ESQUIRE

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

HSBC Bank (USA), National Association,
Trustee

*
*
*
*
*

vs.

NO. 06-1083-CD

Jack E. Johnston

O R D E R

NOW, this 18th day of September, 2006, the Court being in receipt of the Motion for Default Judgment and Assessment of Damages filed by the Plaintiff, it the ORDER of this Court that said Motion be dismissed as moot, since the Sheriff Return of Service of the Complaint in Mortgage Foreclosure on the Defendant was filed with the Prothonotary of Clearfield County on September 14, 2006.

BY THE COURT,

/s/ Fredric J. Ammerman

FREDRIC J. AMMERMAN
President Judge

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

SEP 19 2006

Attest.

William L. Ammerman
Prothonotary/
Clerk of Courts

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

Attorney for Plaintiff

HSBC Bank (USA), National Association,
Trustee

COURT OF COMMON PLEAS

Plaintiff

CLEARFIELD COUNTY

v.

Number 06-1083-CD

Jack E. Johnston

Defendant

AFFIDAVIT OF LAST-KNOWN MAILING ADDRESS OF DEFENDANT

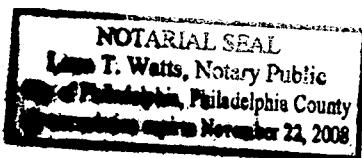
I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, being duly sworn according to law, hereby depose and say that the last-known mailing address of the Defendant is:

Jack E. Johnston
1073 West Hannah Street
Houtzdale, PA 16651

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

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 7th DAY
OF SEPTEMBER, 2006.

James T. Watts
NOTARY PUBLIC



CIVIL ACTION LAW

HSBC Bank (USA), National Association,
Trustee

v.

Jack E. Johnston

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1083-CD

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: Jack E. Johnston
1073 West Hannah Street
Houtzdale, PA 16651

Your house (real estate) at 1073 West Hannah Street, Houtzdale, PA 16651 is scheduled to be sold at Sheriff's Sale on _____ at _____ a.m., in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830 to enforce the court judgment of **\$46,571.60**, obtained by HSBC Bank (USA), National Association, Trustee against you.

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

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

1. The sale will be canceled if you pay to HSBC Bank (USA), National Association, Trustee the back payments, late charges, costs, and reasonable attorney's fees due. To find out how much you must pay, you may call Terrence J. McCabe, Esquire at (215) 790-1010.
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings.

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

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

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling Terrence J. McCabe, Esquire at (215) 790-1010.

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

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.

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

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

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of ground lying and being in the Township of Woodward, Clearfield County, Pennsylvania, known as Lot No. 13 in the Western Extension of the Borough of Houtzdale, bounded and described as follows:

BEGINNING at a post on the Northwest corner of Lot No. 12 in the Western Extension of the Borough of Houtzdale; thence South 45° West, Four Hundred Twenty-seven (427) feet to a post; thence North 87 3/4° West, One Hundred Eighty (180) feet; thence North 45° East, Four Hundred Eighty-five (485) feet to a post on Township Road; thence South 69° East, One Hundred Fifty (150) feet to place of beginning. Containing 1 acre and 53 perches.

RESERVING a parcel of land conveyed to Alexander Smith in Deed Book 14, Page 262, 50 feet by 300 feet, being a portion of the eastern part of Lot No. 13.

LESS AND EXCEPTING a parcel of land conveyed to Neil Buckwalter and Janet Buckwalter, husband and wife in Deed Book 1374 Page 211.

PARCEL NO. 1300-M14-406-00028-80401

BEING KNOWN AS 1073 WEST HANNAH STREET, HOUTZDALE, PA 16651.

TO BE SOLD AS THE PROPERTY OF: JACK E. JOHNSTON

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

HSBC Bank (USA), National Association,
Trustee

Vs.

NO.: 2006-01083-CD

Jack E. Johnston,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due HSBC BANK (USA), NATIONAL ASSOCIATION, TRUSTEE, Plaintiff(s) from JACK E. JOHNSTON, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Legal Description known as 1073 West Hannah Street, Houtzdale, PA 16651
- (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: \$46,571.60
INTEREST: from 9/6/2006 to Date of Sale plus \$7.66
per diem thereafter
ATTY'S COMM: \$
DATE: 9/27/2006

PROTHONOTARY'S COSTS 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 South Broad Street, Suite 2080
Philadelphia, PA 19109
215-790-1010

Sheriff

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of ground lying and being in the Township of Woodward, Clearfield County, Pennsylvania, known as Lot No. 13 in the Western Extension of the Borough of Houtzdale, bounded and described as follows:

BEGINNING at a post on the Northwest corner of Lot No. 12 in the Western Extension of the Borough of Houtzdale; thence South 45° West, Four Hundred Twenty-seven (427) feet to a post; thence North 87 3/4° West, One Hundred Eighty (180) feet; thence North 45° East, Four Hundred Eighty-five (485) feet to a post on Township Road; thence South 69° East, One Hundred Fifty (150) feet to place of beginning. Containing 1 acre and 53 perches.

RESERVING a parcel of land conveyed to Alexander Smith in Deed Book 14, Page 262, 50 feet by 300 feet, being a portion of the eastern part of Lot No. 13.

LESS AND EXCEPTING a parcel of land conveyed to Neil Buckwalter and Janet Buckwalter, husband and wife in Deed Book 1374 Page 211.

PARCEL NO. 1300-M14-406-00028-80401

BEING KNOWN AS 1073 WEST HANNAH STREET, HOUTZDALE, PA 16651.

TO BE SOLD AS THE PROPERTY OF: JACK E. JOHNSTON

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

Attorney for Plaintiff

HSBC Bank (USA), National Association,
Trustee

COURT OF COMMON PLEAS

Plaintiff

CLEARFIELD COUNTY

v.

Jack E. Johnston

Number 06-1083-CD

Defendant

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: 1073 West Hannah Street, Houtzdale, PA 16651, a copy of the description of said property is attached hereto and marked Exhibit "A".

1. Name and address of Owner or Reputed Owner:

Name	Address
Jack E. Johnston	1073 West Hannah Street Houtzdale, PA 16651

2. Name and address of Defendant in the judgment:

Name	Address
Jack E. Johnston	1073 West Hannah Street Houtzdale, PA 16651

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	
Robert S. Ball and Robert A. Kowalczyk,	as Attorneys-in-Fat for Robert J. Kowalczyk 165 Miller Road Ginter, PA 16651

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

Name	Address
None Known	

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
Clearfield County Tax Claim Bureau	230 E. Market Street, Suite 121 Clearfield, PA 16830

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

Name	Address
Tenant/Occupants	1073 West Hannah Street, Houtzdale, PA 16651

Commonwealth of PA Department of Public Welfare	P.O. Box 2675 Harrisburg, PA 17105
Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
Rick Redden - Director Clearfield County Domestic Relations Office	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
United States of America c/o Attorney for the Western District of PA	633 U.S. Post Office and Courthouse 7 th & Grant Streets Pittsburgh, PA 15219
Internal Revenue Service	Federated Investors Tower 13 th Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222
PA Department of Revenue	Bureau of Compliance P.O. Box 281230 Harrisburg, PA 17128-1230

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.

September 6, 2006

DATE

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

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of ground lying and being in the Township of Woodward, Clearfield County, Pennsylvania, known as Lot No. 13 in the Western Extension of the Borough of Houtzdale, bounded and described as follows:

BEGINNING at a post on the Northwest corner of Lot No. 12 in the Western Extension of the Borough of Houtzdale; thence South 45° West, Four Hundred Twenty-seven (427) feet to a post; thence North 87 3/4° West, One Hundred Eighty (180) feet; thence North 45° East, Four Hundred Eighty-five (485) feet to a post on Township Road; thence South 69° East, One Hundred Fifty (150) feet to place of beginning. Containing 1 acre and 53 perches.

RESERVING a parcel of land conveyed to Alexander Smith in Deed Book 14, Page 262, 50 feet by 300 feet, being a portion of the eastern part of Lot No. 13.

LESS AND EXCEPTING a parcel of land conveyed to Neil Buckwalter and Janet Buckwalter, husband and wife in Deed Book 1374 Page 211.

PARCEL NO. 1300-M14-406-00028-80401

BEING KNOWN AS 1073 WEST HANNAH STREET, HOUTZDALE, PA 16651.

TO BE SOLD AS THE PROPERTY OF: JACK E. JOHNSTON

Exhibit A

Praeclipe for Writ of Execution-MORTGAGE FORECLOSURE

HSBC Bank (USA), National Association,
Trustee

Plaintiff

v.

Jack E. Johnston

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1083-CD

PRAECLYPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue Writ of Execution in the above matter

1. Directed to the Sheriff of Clearfield County, Pennsylvania..
2. Against Jack E. Johnston defendant, and
3. Against _____ Garnishee(s);
4. And index this writ
 - a) Against Jack E. Johnston defendant
 - b) Against _____ Garnishee(s)

As a lis pendens against the real property of the defendant in the name of Garnishee(s)
as follows: (Specifically described property)*

1073 WEST HANNAH STREET, HOUTZDALE, PA 16651

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

5.	Amount Due	\$	46,571.60
	Interest from 09/06/2006 to		
	DATE OF SALE	\$	
	plus \$7.66 per diem thereafter	\$	
			Plus Costs

Total

Prothonotary costs \$125.00

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

Prothy. N. 63

FILED

SEP 27 2006

11:15 AM
William A. Shaw
Prothonotary/Clerk of Courts

1 LENT TO SHAW
w/ 6 WRTS

06-1083-CD
NO. TERM

NO. TERM

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

HSBC Bank (USA), National Association, Trustee
vs.
Jack E. Johnston

Praecept for Writ of Execution

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

RECEIVED WRIT THIS DAY

OF A.D.

AT M

Sheriff

(MORTGAGE FORECLOSURE)

EXECUTION DEBT	46,571.60
INTEREST	Interest from 09/06/2006 to DATE OF SALE plus \$7.66 per diem thereafter

PROTHONOTARY

USE ATTORNEY

USE PLAINTIFF

ATTORNEY'S COMM.

SATISFACTION

SHERIFF

J. McCabe

Attorney for Plaintiff(s)

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of ground lying and being in the Township of Woodward, Clearfield County, Pennsylvania, known as Lot No. 13 in the Western Extension of the Borough of Houtzdale, bounded and described as follows:

BEGINNING at a post on the Northwest corner of Lot No. 12 in the Western Extension of the Borough of Houtzdale; thence South 45° West, Four Hundred Twenty-seven (427) feet to a post; thence North 87 3/4° West, One Hundred Eighty (180) feet; thence North 45° East, Four Hundred Eighty-five (485) feet to a post on Township Road; thence South 69° East, One Hundred Fifty (150) feet to place of beginning. Containing 1 acre and 53 perches.

RESERVING a parcel of land conveyed to Alexander Smith in Deed Book 14, Page 262, 50 feet by 300 feet, being a portion of the eastern part of Lot No. 13.

LESS AND EXCEPTING a parcel of land conveyed to Neil Buckwalter and Janet Buckwalter, husband and wife in Deed Book 1374 Page 211.

PARCEL NO. 1300-M14-406-00028-80401

BEING KNOWN AS 1073 WEST HANNAH STREET, HOUTZDALE, PA 16651.

TO BE SOLD AS THE PROPERTY OF: JACK E. JOHNSTON

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

HSBC Bank (USA), National Association,
Trustee

Plaintiff

v.

Jack E. Johnston

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1083-CD

AFFIDAVIT OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 9th day of November, 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 certificates of mailing are also attached hereto, made a part hereof and marked as Exhibit "B."

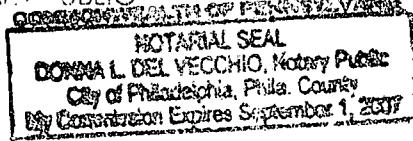


TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 9TH DAY
OF NOVEMBER, 2006.



NOTARY PUBLIC



FILED

NOV 20 2006 (S)
M 115-4510
William A. Shaw
Prothonotary/Clerk of Courts

I went to App

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

Attorney for Plaintiff

HSBC Bank (USA), National Association,
Trustee

Plaintiff

v.

Jack E. Johnston

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1083-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: 1073 West Hannah Street, Houtzdale, PA 16651, a copy of the description of said property is attached hereto and marked Exhibit "A".

1. Name and address of Owner or Reputed Owner:

Name	Address
Jack E. Johnston	1073 West Hannah Street Houtzdale, PA 16651

2. Name and address of Defendant in the judgment:

Name	Address
Jack E. Johnston	1073 West Hannah Street Houtzdale, PA 16651

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	
Roberta S. Ball and Robert A. Kowalcyk,	as Attorneys-in-Fact for Robert J. Kowalcyk 165 Miller Road Ginter, PA 16651

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

Name	Address
None Known	

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
Clearfield County Tax Claim Bureau	230 E. Market Street, Suite 121 Clearfield, PA 16830

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

Name	Address
Tenant/Occupants	1073 West Hannah Street, Houtzdale, PA 16651

Exhibit "A"

Commonwealth of PA Department of Public Welfare	P.O. Box 2675 Harrisburg, PA 17105
Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
Rick Redden - Director Clearfield County Domestic Relations Office	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
United States of America c/o Attorney for the Western District of PA	633 U.S. Post Office and Courthouse 7 th & Grant Streets Pittsburgh, PA 15219
Internal Revenue Service	Federated Investors Tower 13 th Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222
PA Department of Revenue	Bureau of Compliance P.O. Box 281230 Harrisburg, PA 17128-1230

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.

November 9, 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, PA 19109
(215) 790-1010

Attorney for Plaintiff

HSBC Bank (USA), National Association,
Trustee

Plaintiff

v.

Jack E. Johnston

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1083-CD

DATE: November 9, 2006

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Jack E. Johnston

PROPERTY: 1073 West Hannah Street, Houtzdale, PA 16651

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on January 5, 2007, 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.

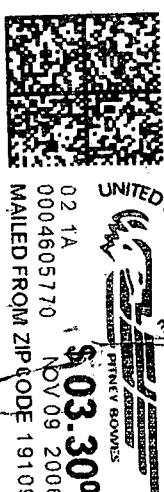
A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff not later than thirty (30) days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the filing of the schedule.

Exhibit "B"

Name and Address of Sender
 Meff, Inc. Westberg and Conway, P.C.
 123 S. Broad St., Suite 20180
 Philadelphia, PA 19109
 ATTN: Charlynn Mills 29129

Check, type of mail or service
 Certified Registered Return Receipt
 COD Delivery Confirmation Return Receipt for Metric
 Express Mail Signature Confirmation
 Insured

Address/Name, Street and Zip Address



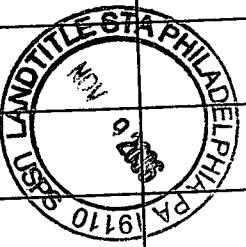
Per oz	DC	SC	SH	RD	RR

1	Article Number	Robert S. Ball and Robert Kowalczyk, Esq. Attorneys-in-Fact for Robert J. Kowalczyk 165 Miller Road Ginter, PA 16651
2		Clearfield County Tax Claim Bureau 230 E. Market Street, Suite 121 Clearfield, PA 16830
3		Tenant/Occupants 1073 West Hannah Street, Houtzdale, PA 16651
4		Commonwealth of PA Department of Public Welfare P.O. Box 2675 Harrisburg, PA 17105
5		Commonwealth of Pennsylvania Inheritance Tax Office 1400 Spring Garden Street Philadelphia, PA 19130
6		Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division 6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128



		Department of Public Welfare TPL Casualty Unit Estate Recovery Program Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
8		Rick Redden - Director Clearfield County Domestic Relations Office Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
9		United States of America c/o Attorney for the Western District of PA 633 U.S. Post Office and Courthouse 7th & Grant Streets Pittsburgh, PA 15219
10		Internal Revenue Service Federated Investors Tower 13th Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222
11		PA Department of Revenue Bureau of Compliance P.O. Box 281230 Harrisburg, PA 17128-1230

The full declaration of value is required on all domestic and international (airmail and surface mail). The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$1,000.00 per piece and \$1,000.00 per piece for multiple pieces, for a single catastrophic occurrence. The maximum indemnity payable for the reconstruction of negotiable documents under Express Mail document reconstruction insurance is \$5,000.00 per piece and \$5,000.00 per piece for multiple pieces, for a single catastrophic occurrence. The maximum indemnity payable is \$2,000.00 per piece and \$2,000.00 per piece for multiple pieces, for a single catastrophic occurrence. Express Mail merchandise insurance is available for up to \$5,000.00 per piece. Domestic Mail Service merchandise is available for up to \$5,000.00 per piece. International Mail Manual for limitations of coverage on money and \$100.00 per piece for special handling charges apply only to Standard Mail (10) and Standard Mail (10) pieces.



Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office
11	Postmaster, Per (Name of receiving employee)

Complete by Typewriter, Ink, or Ball Point Pen

Exhibit B

Praecipe for Writ of Execution-MORTGAGE FORECLOSURE

HSBC Bank (USA), National Association,
Trustee

Plaintiff

v.

Jack E. Johnston

Defendant

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 06-1083-CD

FILED Atty pd.
m/12/49/07 20.00
AUG 29 2007 ICCarle
writs w/
(LW)

William A. Shaw prop. desc.
Prothonotary/Clerk of Courts to Shff

To the Prothonotary:

Issue Writ of Execution in the above matter

1. Directed to the Sheriff of Clearfield County, Pennsylvania..
2. Against Jack E. Johnston defendant, and
3. Against _____ Garnishee(s);
4. And index this writ
 - a) Against Jack E. Johnston defendant
 - b) Against _____ Garnishee(s)

As a lis pendens against the real property of the defendant in the name of Garnishee(s) as follows:
(Specifically described property)*

1073 WEST HANNAH STREET, WOODWARD TOWNSHIP, HOUTZDALE, PA 16651

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

5. Amount Due	\$ 46,571.60
Interest from 06/15/2007 to DATE OF SALE	\$
@ \$7.66 per diem	
Costs	\$ 145.00 Prothonotary costs
TOTAL	\$ Plus Costs

DATE: August 28, 2007

McCABE, WEISBERG, AND CONWAY, P.C.

BY: CJ

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

FRANK DUBIN, ESQUIRE

BONNIE DAHL, ESQUIRE

ANDREW L. MARKOWITZ, ESQUIRE

LEGAL DESCRIPTION

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BEGINNING at a post on the Northwest corner of Lot No. 12 in the Western Extension of the Borough of Houtzdale; thence South Forty-five (45) degrees West, Four Hundred Twenty-seven (427) feet to a post; thence North Eighty-seven and One-fourth (87 1/4) degrees West, One Hundred Eighty (180) feet; thence North Forty-five (45) degrees East, Four Hundred Eighty-five (485) feet to a post on Township Road; thence South Sixty-nine (69) degrees East, One Hundred Fifty (150) feet to place of BEGINNING. CONTAINING One (1) acre and Fifty-three (53) perches.

EXCEPTING AND RESERVING all the coal and other minerals as reserved in prior deeds in chain of title, with the full and free right to dig and remove same.

ALSO RESERVING a parcel of land conveyed to Alexander Smith in Deed Book 14, Page 262, Fifty (50) feet by Three Hundred (300) feet, being a portion of the eastern part of Lot No. 13.

BEING THE SAME PREMISES which Roberta S. Ball and Robert A. Kowalczyk, as Attorneys-in-Fact for Robert J. Kowalczyk, by Deed dated July 28, 2004 and recorded in the Office of the Recorder of Deeds in and for Clearfield County in Instrument No. 200412656, granted and conveyed unto Jack E. Johnston.

BEING TAX PARCEL NO. 1300-M14-406-00028-80401.

NOTICE - THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L., 984 as amended, and is not intended as notice of unrecorded instruments, if any.)

NOTICE - THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT TO PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HERETO TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419
FRANK DUBIN, ESQUIRE - ID # 19280
BONNIE DAHL, ESQUIRE - ID # 79294
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009

123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorneys for Plaintiff

HSBC Bank (USA), National Association,
Trustee

Plaintiff

v.

Jack E. Johnston

Defendant

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 06-1083-CD

AFFIDAVIT PURSUANT TO RULE 3129

I, Andrew L. Markowitz, 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: 1073 West Hannah Street, Woodward Township, Houtzdale, PA 16651, a copy of the description of said property is attached hereto and marked Exhibit "A".

1. Name and address of Owner or Reputed Owner:

Name	Address
Jack E. Johnston	1073 West Hannah Street Houtzdale, PA 16651

2. Name and address of Defendant in the judgment:

Name	Address
Jack E. Johnston	1073 West Hannah Street Houtzdale, PA 16651

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
None other.	

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

Name	Address
Roberta S. Ball and Robert A. Kowalcyk, as Attorneys-in-Fact for Robert J. Kowalcyk	165 Miller Road Ginter, PA 16651
Roberta S. Ball and Robert A. Kowalcyk, as Attorneys-in-Fact for Robert J. Kowalcyk	165 Miller Road Houtzdale, PA 16651

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
None.	

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

Name	Address
Tenant/Occupants	1073 West Hannah Street Houtzdale, PA 16651
Commonwealth of PA Department of Public Welfare	P.O. Box 2675 Harrisburg, PA 17105
Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486

Rick Redden - Director Clearfield County Domestic Relations	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
Clearfield County Tax Claim Bureau	Clearfield County Courthouse 230 East Market Street, Ste. 121 Clearfield, PA 16830
United States of America, c/o US Attorney, Western District of PA	633 U.S. Post Office and Courthouse 7 th & Grant Streets Pittsburgh, PA 15219
Internal Revenue Service	Federated Investors Tower 1001 Liberty Avenue, Ste. 1300 Pittsburgh, PA 15222
Commonwealth of PA Department of Revenue Bureau of Compliance	Dept. 281230 Harrisburg, PA 17128-0948

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.

DATE: August 28, 2007

McCABE, WEISBERG, AND CONWAY, P.C.

BY:

Attorneys for Plaintiff
TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE
FRANK DUBIN, ESQUIRE
BONNIE DAHL, ESQUIRE
ANDREW L. MARKOWITZ, ESQUIRE

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EXCEPTING AND RESERVING all the coal and other minerals as reserved in prior deeds in chain of title, with the full and free right to dig and remove same.

ALSO RESERVING a parcel of land conveyed to Alexander Smith in Deed Book 14, Page 262, Fifty (50) feet by Three Hundred (300) feet, being a portion of the eastern part of Lot No. 13.

BEING THE SAME PREMISES which Roberta S. Ball and Robert A. Kowalcyk, as Attorneys-in-Fact for Robert J. Kowalcyk, by Deed dated July 28, 2004 and recorded in the Office of the Recorder of Deeds in and for Clearfield County in Instrument No. 200412656, granted and conveyed unto Jack E. Johnston.

BEING TAX PARCEL NO. 1300-M14-406-00028-80401.

NOTICE - THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L., 984 as amended, and is not intended as notice of unrecorded instruments, if any.)

NOTICE - THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT TO PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HERETO TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

McCABE, WEISBERG AND CONWAY, P.C.
BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419
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BONNIE DAHL, ESQUIRE - ID # 79294
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009

123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorneys for Plaintiff

HSBC Bank (USA), National Association,
Trustee

v.

Jack E. Johnston

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 06-1083-CD

CERTIFICATE

Andrew L. Markowitz, Esquire hereby states that he is the attorney for the Plaintiff in the above-captioned matter and that the property is not subject to the provisions of Act 91 because it is:

() An FHA insured mortgage
() Non-owner occupied
() Vacant
(X) Act 91 procedures have been fulfilled.

This certification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

McCABE, WEISBERG & CONWAY, PC

BY: _____

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

FRANK DUBIN, ESQUIRE

BONNIE DAHL, ESQUIRE

ANDREW L. MARKOWITZ, ESQUIRE

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 to 3183 and Rule 3257

COPY

HSBC Bank (USA), National Association, Trustee

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD, PENNSYLVANIA

vs.

Jack E. Johnston

Exec. No. _____ Term 20 _____

No. 06-1083 CD Term 2006 _____

Commonwealth of Pennsylvania:

County of Clearfield:

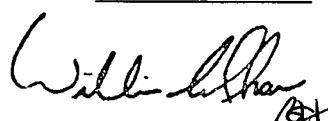
TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

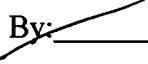
To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

All real property and improvements thereon located at:
1073 West Hannah Street, Woodward Township, Houtzdale, PA 16651

Amount Due	\$ 46,571.60
Interest from 06/15/2007 to DATE OF SALE @ \$7.66 per diem	\$
Costs	\$ 145.00
TOTAL	\$ _____ Plus costs as endorsed.

Dated: 8/29/07
(SEAL)


Prothonotary, Common Pleas Court of
I County, Pennsylvania

By: 
Deput

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McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419
FRANK DUBIN, ESQUIRE - ID # 19280
BONNIE DAHL, ESQUIRE - ID # 79294
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009

123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorneys for Plaintiff

FILED
m 10:49 AM
OCT 03 2007
NOCC

William A. Shaw
Prothonotary/Clerk of Courts
JSN

HSBC Bank (USA), National Association,
Trustee

Plaintiff

v.

Jack E. Johnston

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 06-1083-CD

AFFIDAVIT OF SERVICE

I, the undersigned, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 26th day of September, 2007, 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 certificates of mailing are also attached hereto, made a part hereof and marked as Exhibit "B."

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 26th DAY
OF SEPTEMBER, 2007

[Signature]
NOTARY PUBLIC

McCABE, WEISBERG, AND CONWAY, P.C.

BY: *[Signature]*

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE
FRANK DUBIN, ESQUIRE
BONNIE DAHL, ESQUIRE
ANDREW L. MARKOWITZ, ESQUIRE

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Susan J. Markowitz, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Feb. 13, 2011
Member, Pennsylvania Association of Notaries

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERENCE J. McCABE, ESQUIRE - ID # 16496
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419
FRANK DUBIN, ESQUIRE - ID # 19280
BONNIE DAHL, ESQUIRE - ID # 79294
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009

123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorneys for Plaintiff

HSBC Bank (USA), National Association,
Trustee

Plaintiff

v.

Jack E. Johnston
Defendant

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 06-1083-CD

AFFIDAVIT PURSUANT TO RULE 3129

I, Andrew L. Markowitz, 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: 1073 West Hannah Street, Woodward Township, Houtzdale, PA 16651, a copy of the description of said property is attached hereto and marked Exhibit "A".

1. Name and address of Owner or Reputed Owner:

Name	Address
Jack E. Johnston	1073 West Hannah Street Houtzdale, PA 16651

2. Name and address of Defendant in the judgment:

Name	Address
Jack E. Johnston	1073 West Hannah Street Houtzdale, PA 16651

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
None other.	

EXHIBIT A

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

Name	Address
Roberta S. Ball and Robert A. Kowalczyk, as Attorneys-in-Fact for Robert J. Kowalczyk	165 Miller Road Ginter, PA 16651
Roberta S. Ball and Robert A. Kowalczyk, as Attorneys-in-Fact for Robert J. Kowalczyk	165 Miller Road Houtzdale, PA 16651

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
None.	

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

Name	Address
Tenant/Occupants	1073 West Hannah Street Houtzdale, PA 16651
Commonwealth of PA Department of Public Welfare	P.O. Box 2675 Harrisburg, PA 17105
Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486

EXHIBIT A

Rick Redden - Director Clearfield County Domestic Relations	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
Clearfield County Tax Claim Bureau	Clearfield County Courthouse 230 East Market Street, Ste. 121 Clearfield, PA 16830
United States of America, c/o US Attorney, Western District of PA	633 U.S. Post Office and Courthouse 7 th & Grant Streets Pittsburgh, PA 15219
Internal Revenue Service	Federated Investors Tower 1001 Liberty Avenue, Ste. 1300 Pittsburgh, PA 15222
Commonwealth of PA Department of Revenue Bureau of Compliance	Dept. 281230 Harrisburg, PA 17128-0948

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.

DATE: August 28, 2007

McCABE, WEISBERG, AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff
TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE
FRANK DUBIN, ESQUIRE
BONNIE DAHL, ESQUIRE
ANDREW L. MARKOWITZ, ESQUIRE

EXHIBIT A

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419
FRANK DUBIN, ESQUIRE - ID # 19280
BONNIE DAHL, ESQUIRE - ID # 79294
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009

123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorneys for Plaintiff

HSBC Bank (USA), National Association,
Trustee

Plaintiff

v.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 06-1083-CD

Jack E. Johnston
Defendant

DATE: September 26, 2007

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Jack E. Johnston

PROPERTY: 1073 West Hannah Street, Woodward Township, Houtzdale, PA 16651

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on **FRIDAY, DECEMBER 7, 2007, at 10:00 a.m., Eastern Time**, 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 thirty (30) days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the filing of the schedule.

EXHIBIT B

7	CHASE V. JOHNSTON	Department of Public Welfare TPL Casualty Unit Estate Recovery Program Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
8		Rick Redden - Director Clearfield County Domestic Relations Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
9		Clearfield County Tax Claim Bureau Clearfield County Courthouse 230 East Market Street, Ste. 121 Clearfield, PA 16830
10		United States of America c/o US Attorney, Western District of PA 633 U.S. Post Office and Courthouse 7th & Grant Streets Pittsburgh, PA 15219
11		Internal Revenue Service Federated Investors Tower 1001 Liberty Avenue, Ste. 1300 Pittsburgh, PA 15222
12		Commonwealth of PA Department of Revenue Bureau of Compliance Dept. 281230 Harrisburg, PA 17128-0948
Total Number of Pieces Listed by Sender 12		Total Number of Pieces Received at Post Office

EXHIBIT B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20455
NO: 06-1083-CD

PLAINTIFF: HSBC BANK (USA), NATIONAL ASSOCIATION, TRUSTEE

vs.

DEFENDANT: JACK E. JOHNSTON

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 09/27/2006

LEVY TAKEN 10/25/2006 @ 9:54 AM

POSTED 10/25/2006 @ 9:54 AM

SALE HELD

SOLD TO

WRIT RETURNED 10/19/2007

DATE DEED FILED **NOT SOLD**

FILED
09/31/06
OCT 19 2007
WAM

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

10/25/2006 @ 9:54 AM SERVED JACK E. JOHNSTON

SERVED JACK E. JOHNSTON, DEFENDANT, AT HIS RESIDENCE 1073 WEST HANNAH STREET, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CRYSTAL JOHNSTON, WIFE OF DEFENDANT

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

@ SERVED

NOW, JANUARY 5, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR JANUARY 5 TO MARCH 2, 2007.

@ SERVED

NOW, MARCH 2, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR MARCH 2, 2007 TO APRIL 13, 2007.

@ SERVED

NOW, APRIL 12, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR APRIL 13, 2007 SHERIFF SALE THE AMOUNT OF \$5,000.00 WAS ACCEPTED TO CURE THE DEFAULT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20455
NO: 06-1083-CD

PLAINTIFF: HSBC BANK (USA), NATIONAL ASSOCIATION, TRUSTEE

VS.

DEFENDANT: JACK E. JOHNSTON

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$427.50

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

Chester A. Hawkins
by Cynthia Bettis Augherton
Chester A. Hawkins
Sheriff

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

HSBC Bank (USA), National Association,
Trustee

Vs.

NO.: 2006-01083-CD

Jack E. Johnston,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due HSBC BANK (USA), NATIONAL ASSOCIATION, TRUSTEE, Plaintiff(s) from JACK E. JOHNSTON, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Legal Description known as 1073 West Hannah Street, Houtzdale, PA 16651
- (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: \$46,571.60

PROTHONOTARY'S COSTS PAID: \$125.00

INTEREST: from 9/6/2006 to Date of Sale plus \$7.66
per diem thereafter

SHERIFF: \$

ATTY'S COMM: \$

OTHER COSTS: \$

DATE: 9/27/2006



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 27th day
of September A.D. 2006
At 3:30 A.M./P.M.

Requesting Party: Terrence J. McCabe, Esq.
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
215-790-1010

Chester A. Houtzdale
Sheriff by Cynthia Butler Aughenbaugh

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of ground lying and being in the Township of Woodward, Clearfield County, Pennsylvania, known as Lot No. 13 in the Western Extension of the Borough of Houtzdale, bounded and described as follows:

BEGINNING at a post on the Northwest corner of Lot No. 12 in the Western Extension of the Borough of Houtzdale; thence South 45° West, Four Hundred Twenty-seven (427) feet to a post; thence North 87 3/4° West, One Hundred Eighty (180) feet; thence North 45° East, Four Hundred Eighty-five (485) feet to a post on Township Road; thence South 69° East, One Hundred Fifty (150) feet to place of beginning. Containing 1 acre and 53 perches.

RESERVING a parcel of land conveyed to Alexander Smith in Deed Book 14, Page 262, 50 feet by 300 feet, being a portion of the eastern part of Lot No. 13.

LESS AND EXCEPTING a parcel of land conveyed to Neil Buckwalter and Janet Buckwalter, husband and wife in Deed Book 1374 Page 211.

PARCEL NO. 1300-M14-406-00028-80401

BEING KNOWN AS 1073 WEST HANNAH STREET, HOUTZDALE, PA 16651.

TO BE SOLD AS THE PROPERTY OF: JACK E. JOHNSTON

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

TERRENCE J. McCABE

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

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

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

January 4, 2007

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

Re: HSBC Bank (USA), National Association, Trustee
 vs.
 Jack E. Johnston
 Clearfield County; Court of Common Pleas; No. 06-1083-CD
 Premises: 1073 West Hannah Street, Houtzdale, PA, 16651

Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the January 5, 2007 Sheriff's Sale. I am requesting at this time that you postpone this matter to the March 2, 2007 Sheriff's Sale.

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

Very truly yours,


 Liz DeSimone
 Legal Assistant

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

SIGNATURE

DATE

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

TERRENCE J. McCABE

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

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

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

March 1, 2007

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

Re: HSBC Bank (USA), National Association, Trustee vs. Jack E. Johnston
 Clearfield County, Court of Common Pleas; No. 06-1083-CD
 Premises: 1073 West Hannah Street, Houtzdale, PA, 16651

Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the March 2, 2007 Sheriff's Sale. I am requesting at this time that you postpone this matter to the April 12, 2007 Sheriff's Sale.

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

Very truly yours,



Liz DeSimone
 Legal Assistant

/ld

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

Cynthia L. Bittner-DeSimone
 SIGNATURE

3-2-07
 DATE

TERRENCE J. McCABE***
 MARC S. WEISBERG**
 EDWARD D. CONWAY
 MARGARET GAIRO
 RITA C. BUSCHER†
 MONICA G. CHRISTIE +
 ANDREW L. MARKOWITZ
 FRANK DUBIN
 BRENDA L. BROGDON*
 BONNIE DAHL*
 SCOTT TAGGART*
 ANGELA M. MICHAEL*
 MATTHEW DITRAPANI^
 WILLIAM FOLEY^
 ROBERT W. CUSICK *

* Licensed in PA & NJ
 ** Licensed in PA & NY
 + Licensed in PA & NH
 ^ Licensed in PA & WA
 *** Licensed in PA, NJ & NY
 † Licensed in NY & CT
 + Licensed in NY
 ^ Managing Attorney for NJ
 * Managing Attorney for NY

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

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

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 FAX (856) 858-7020

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

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

April 12, 2007

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

Re: HSBC Bank (USA), National Association, Trustee vs. Jack E. Johnston
 Clearfield County, Court of Common Pleas; No. 06-1083-CD
 Premises: 1073 West Hannah Street, Houtzdale, PA, 16651
Date of Sheriff's Sale: April 13, 2007

Dear Sheriff:

As you know, the above-captioned property is currently listed for the April 13, 2007 Sheriff's Sale. I am writing to you at this time to request that you stay the Sale. HSBC accepted funds in the amount of \$5,000.00.

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 JACK E. JOHNSTON NO. 06-1083-CD

NOW, October 19, 2007, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on April 13, 2007, I exposed the within described real estate of Jack E. Johnston 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 \$5,000.00 and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR SERVICE	15.00	DEBT-AMOUNT DUE	46,571.60
MILEAGE	15.00	INTEREST @ 7.6600	1,677.54
LEVY	16.02	FROM 09/06/2006 TO 04/13/2007	
MILEAGE	15.00	ATTORNEY FEES	
POSTING	16.02	PROTH SATISFACTION	
CSDS	15.00	LATE CHARGES AND FEES	
COMMISSION	10.00	COST OF SUIT-TO BE ADDED	
POSTAGE	100.00	FORECLOSURE FEES	
HANDBILLS	5.46	ATTORNEY COMMISSION	
DISTRIBUTION	15.00	REFUND OF ADVANCE	
ADVERTISING	25.00	REFUND OF SURCHARGE	20.00
ADD'L SERVICE	15.00	SATISFACTION FEE	
DEED		ESCROW DEFICIENCY	
ADD'L POSTING		PROPERTY INSPECTIONS	
ADD'L MILEAGE		INTEREST	
ADD'L LEVY		MISCELLANEOUS	
BID/SETTLEMENT AMOUNT	5,000.00	TOTAL DEBT AND INTEREST	\$48,269.14
RETURNS/DEPUTIZE			
COPIES	15.00	COSTS:	
	5.00	ADVERTISING	328.66
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	
CONTINUED SALES	40.00	TAXES - TAX CLAIM	
MISCELLANEOUS	100.00	DUE	
TOTAL SHERIFF COSTS	\$427.50	LIEN SEARCH	300.00
		ACKNOWLEDGEMENT	
DEED COSTS:		DEED COSTS	0.00
ACKNOWLEDGEMENT		SHERIFF COSTS	427.50
REGISTER & RECORDER		LEGAL JOURNAL COSTS	180.00
TRANSFER TAX 2%	0.00	PROTHONOTARY	125.00
TOTAL DEED COSTS	\$0.00	MORTGAGE SEARCH	120.00
		MUNICIPAL LIEN	
		TOTAL COSTS	
			\$1,481.16

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20652
NO: 06-1083-CD

PLAINTIFF: HSBC BANK (USA), NATIONAL ASSOCIATION, TRUSTEE
vs.
DEFENDANT: JACK E. JOHNSTON

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 8/29/2007

LEVY TAKEN 9/26/2007 @ 9:46 AM

POSTED 9/26/2007 @ 9:46 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 1/28/2008

DATE DEED FILED **NOT SOLD**

FILED
019-16061
JAN 28 2008
WAS

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

10/19/2007 @ 11:02 AM SERVED JACK E. JOHNSTON

SERVED JACK E. JOHNSTON, DEFENDANT, AT HIS RESIDENCE 1073 WEST HANNAH STREET, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JACK E. JOHNSTON

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, NOVEMBER 1, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR DECEMBER 7, 2007 DUE TO HSBC'S DEFICIENT EQUITY POSITION.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20652
NO: 06-1083-CD

PLAINTIFF: HSBC BANK (USA), NATIONAL ASSOCIATION, TRUSTEE

VS.

DEFENDANT: JACK E. JOHNSTON

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$252.22

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

Chester A. Hawkins
Dee Cynthia Better-Alphonse
Chester A. Hawkins
Sheriff

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 to 3183 and Rule 3257

HSBC Bank (USA), National Association, Trustee

vs.

Jack E. Johnston

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD, PENNSYLVANIA

Exec. No. _____ Term 20 _____

No. 06-1083 CD Term 2006

Commonwealth of Pennsylvania:

County of Clearfield:

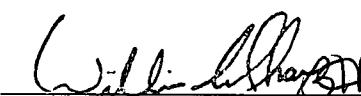
TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

All real property and improvements thereon located at:
1073 West Hannah Street, Woodward Township, Houtzdale, PA 16651

Amount Due	\$ 46,571.60
Interest from 06/15/2007 to DATE OF SALE @ \$7.66 per diem	\$
Costs	\$ 145.00 Prothonotary costs
TOTAL	\$ _____ Plus costs as endorsed.

Dated: 8/24/07
(SEAL)


Prothonotary, Common Pleas Court of
I County, Pennsylvania

By: _____
Deput

Received this writ this 29th day
of August A.D. 2007
At 3:30 A.M./P.M.

Chesler A. Hawkins
Sheriff Dry Creek Butler - Aughenday

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of ground lying and being in the Township of Woodward, Clearfield County, Pennsylvania, known as Lot No. 13 in the Western Extension of the Borough of Houtzdale, bounded and described as follows:

BEGINNING at a post on the Northwest corner of Lot No. 12 in the Western Extension of the Borough of Houtzdale; thence South Forty-five (45) degrees West, Four Hundred Twenty-seven (427) feet to a post; thence North Eighty-seven and One-fourth (87 1/4) degrees West, One Hundred Eighty (180) feet; thence North Forty-five (45) degrees East, Four Hundred Eighty-five (485) feet to a post on Township Road; thence South Sixty-nine (69) degrees East, One Hundred Fifty (150) feet to place of BEGINNING. CONTAINING One (1) acre and Fifty-three (53) perches.

EXCEPTING AND RESERVING all the coal and other minerals as reserved ion prior deeds in chain of title, with the full and free right to dig and remove same.

ALSO RESERVING a parcel of land conveyed to Alexander Smith in Deed Book 14, Page 262, Fifty (50) feet by Three Hundred (300) feet, being a portion of the eastern part of Lot No. 13.

BEING THE SAME PREMISES which Roberta S. Ball and Robert A. Kowalcyk, as Attorneys-in-Fact for Robert J. Kowalcyk, by Deed dated July 28, 2004 and recorded in the Office of the Recorder of Deeds in and for Clearfield County in Instrument No. 200412656, granted and conveyed unto Jack E. Johnston.

BEING TAX PARCEL NO. 1300-M14-406-00028-80401.

NOTICE - THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L., 984 as amended, and is not intended as notice of unrecorded instruments, if any.)

NOTICE - THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED (IS,ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT TO PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HERETO TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME JACK E. JOHNSTON NO. 06-1083-CD

NOW, January 26, 2008, 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 Jack E. Johnston 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	46,571.60
MILEAGE	15.00	INTEREST @ 7.6600	0.00
LEVY	17.46	FROM TO	
MILEAGE POSTING	17.46	PROTH SATISFACTION	
CSDS	15.00	LATE CHARGES AND FEES	
COMMISSION	10.00	COST OF SUIT-TO BE ADDED	
POSTAGE	0.00	FORECLOSURE FEES	
HANDBILLS	4.92	ATTORNEY COMMISSION	
DISTRIBUTION	15.00	REFUND OF ADVANCE	
ADVERTISING	25.00	REFUND OF SURCHARGE	20.00
ADD'L SERVICE	15.00	SATISFACTION FEE	
DEED		ESCROW DEFICIENCY	
ADD'L POSTING		PROPERTY INSPECTIONS	
ADD'L MILEAGE	52.38	INTEREST	
ADD'L LEVY		MISCELLANEOUS	
BID/SETTLEMENT AMOUNT		TOTAL DEBT AND INTEREST	\$46,591.60
RETURNS/DEPUTIZE			
COPIES	15.00	COSTS:	
	5.00	ADVERTISING	0.00
BILLING/PHONE/FAX		TAXES - COLLECTOR	
CONTINUED SALES		TAXES - TAX CLAIM	
MISCELLANEOUS	15.00	DUE	
TOTAL SHERIFF COSTS	\$252.22	LIEN SEARCH	
		ACKNOWLEDGEMENT	
DEED COSTS:		DEED COSTS	0.00
ACKNOWLEDGEMENT		SHERIFF COSTS	252.22
REGISTER & RECORDER		LEGAL JOURNAL COSTS	0.00
TRANSFER TAX 2%	0.00	PROTHONOTARY	145.00
TOTAL DEED COSTS	\$0.00	MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		TOTAL COSTS	\$397.22

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

CHESTER A. HAWKINS, Sheriff

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

TERRENCE J. McCABE***
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EDWARD D. CONWAY
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STEPHANIE H. HURLEY - MD
JOSEPH F. RIGA - PA & NJ

November 1, 2007

* Licensed in PA & NJ
** Licensed in PA & NY
+ Licensed in NY
^M Licensed in NJ
* Licensed in PA & WA
** Licensed in PA, NJ & NY
+ Licensed in NY & CT
* Licensed in MD & DC
** Licensed in MD
+ Managing Attorney for NY
^M Managing Attorney for MD

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

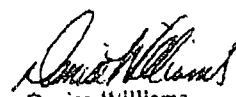
Re: HSBC Bank (USA), National Association, Trustee
vs.
Jack E. Johnston
Clearfield County, Court of Common Pleas, No. 06-1083-CD
Premises: 1073 West Hannah Street, Woodward Township, Houtzdale, PA, 16651

Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the December 7, 2007 Sheriff's Sale. I am requesting at this time that you stay this sale. No money has been received. Please be advised that this sale is stayed as a result of HSBC's deficient equity position.

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. Thank you for your cooperation.

Very truly yours,


Denise Williams
Legal Assistant

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

SIGNATURE

DATE

This is a communication from a debt collector.
This letter may be an attempt to collect a debt and any information obtained will be used for that purpose.