



UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400  
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

Household Finance Consumer  
Discount Co.  
1270 Northland Drive  
Suite 200  
Mendota Heights, MN 55120  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION

Clearfield County

v.

Robert C. Hallman  
205 Lingle Street  
Osceola Mills, PA 16666  
Defendant(s)

NO. 06-1548CD

COMPLAINT IN MORTGAGE FORECLOSURE

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.

LAWYERS REFERRAL SERVICE  
David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641, ext. 5982

Oct. 27, 2009 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

Deputy Prothonotary

FILED Atty. pd. 85.00  
SEP 25 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas 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 dafiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, 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.

**LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.**

**David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641, ext. 5982**

## **NOTICE**

**The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.**

**If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.**

**This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.**

**UDREN LAW OFFICES, P.C.  
/s/ Mark J. Udren, Esquire  
Woodcrest Corporate Center  
111 Woodcrest Road, Suite 200  
Cherry Hill, NJ 08003-3620  
(856) 669-5400**

1. Plaintiff is the Corporation designated as such in the caption on a preceding page. If Plaintiff is an assignee then it is such by virtue of the following recorded assignments:

Assignor: Mortgage Electronic Registration Systems, Inc.

Assignments of Record to: Household Finance Consumer Discount Co.

Recording Date: **LODGED FOR RECORDING**

2. Defendant(s) is the individual designated as such on the caption on a preceding page, whose last known address is as set forth in the caption, and unless designated otherwise, is the real owner(s) and mortgagor(s) of the premises being foreclosed.

3. On or about the date appearing on the Mortgage hereinafter described, at the instance and request of Defendant(s), Plaintiff (or its predecessor, hereinafter called Plaintiff) loaned to the Defendant(s) the sum appearing on said Mortgage, which Mortgage was executed and delivered to Plaintiff as security for the indebtedness. Said Mortgage is incorporated herein by reference in accordance with Pa.R.C.P. 1019 (g).

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 205 Lingle Street

MUNICIPALITY/TOWNSHIP/BOROUGH: Borough of Osceola Mills

COUNTY: Clearfield

DATE EXECUTED: 6/30/03

DATE RECORDED: 7/1/03 Instrument # 200311550

The legal description of the mortgaged premises is attached hereto and made part hereof.

4. Said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with other charges authorized by said Mortgage itemized below, shall be immediately due.

5. After demand, the Defendant(s) continues to fail or refuses to comply with the terms of the Mortgage as follows:

(a) by failing or refusing to pay the installments of

principal and interest when due in the amounts indicated below;

- (b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of 8/3/06:

Principal of debt due	\$68,250.45
Unpaid Interest at 12.24% * from 4/1/06 to 8/3/06 (the per diem interest accruing on this debt is \$22.89 and that sum should be added each day after 8/3/06)	2,889.95
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Late Charges (monthly late charge of \$36.11 should be added in accordance with the terms of the note each month after 8/3/06)	108.33
Property Inspection	24.50
Attorneys Fees (anticipated and actual to 5% of principal)	<u>3,412.52</u>
TOTAL	\$75,290.75

\* This interest rate is subject to adjustment as more fully set forth in the Note and Mortgage.

7. The attorney's fee 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 in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date

appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$75,290.75 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



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Mark J. Udren, ESQUIRE  
UDREN LAW OFFICES, P.C.  
Attorney for Plaintiff  
Attorney I.D. No. 04302

**ALL** that certain house and lot located in the Borough of Osceola Mills, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at the Northeasterly corner of Lingle and Troczyulny Streets; thence along the Easterly line of said Lingle Street one hundred (100) feet to a corner; thence in an Easterly direction by a line parallel with Troczyulny Street and one hundred feet distant therefrom, one hundred and fifty (150) feet to the Westerly line of Lumber Alley; thence along the Westerly line of Lumber Alley, one hundred (100) feet to the Northerly line of Troczyulny Street; thence along the Northerly line of Troczyulny Street, in a Westerly direction, one hundred and fifty (150) feet to the place of beginning. Being a town lot 100 x 150 feet, and having erected thereon a two story, frame dwelling house.

**BEING** the same premises as vested in James M. McNeish and June Rose McNeish, his wife by deed of Margaret L. Grabill, dated the 28<sup>th</sup> day of March, 1949, and recorded in the Office of the Recorder of Deeds of Clearfield County to Deed Book 395 at Page 290.

**FURTHER BEING** known as Map No. 16-013-377-77.

**TOGETHER** with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title and interest, property, claim and demand whatsoever of the said Grantors, their heirs and assigns, in law, equity, or otherwise, howsoever, in and to the same, and every part thereof.

**TO HAVE AND TO HOLD** the said lot or piece of ground above described, with the messuage or tenement thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the Grantees, their heirs and assigns, forever.

**UNDER AND SUBJECT, NEVERTHELESS**, to all exceptions, reservations, conditions and restrictions as contained in prior Deeds in the chain of title.

**(scanned)**



August 16, 2006

# **ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE**

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

EXHIBIT A

HOMEOWNER'S NAME(S):	Robert C. Hallman
PROPERTY ADDRESS:	205 Lingle Street Osceola Mills PA 16666
LOAN ACCT. NO.:	0007491889
ORIGINAL LENDER:	Decision One Mortgage Company LLC
CURRENT LENDER:	Household Finance Consumer

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE  
WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND  
HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

**TEMPORARY STAY OF FORECLOSURE** -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

**APPLICATION FOR MORTGAGE ASSISTANCE** -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face- to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION** -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

**(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)**

### **HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**

**NATURE OF THE DEFAULT** -- The MORTGAGE debt held by the above lender on your property located at:

205 Lingle Street  
Osceola Mills PA 16666

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Monthly Payments of \$823.57 for May 1, 2006 thru July 1, 2006 = \$2470.71

Monthly Payments of \$856.79 for August 1, 2006 = \$856.79

Monthly Late Charges of \$36.11 for May 1, 2006 thru August 1, 2006 = \$144.44

Other charges (explain/itemize): Taxes=\$103.43

Property Inspections=\$24.50

**TOTAL AMOUNT PAST DUE: \$3599.87**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable): N/A

**HOW TO CURE THE DEFAULT** -- You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3599.87, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**Udren Law Offices, P.C.**  
**Woodcrest Corporate Center**  
**111 Woodcrest Road, Suite 200**  
**Cherry Hill, NJ 08003-3620**

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.): N/A

**IF YOU DO NOT CURE THE DEFAULT** -- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

**IF THE MORTGAGE IS FORECLOSED UPON** -- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

**OTHER LENDER REMEDIES** -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If your debt has been discharged in bankruptcy without your having reaffirmed it, then lender cannot pursue this remedy.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 6 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender/Service:	HSBC
Address:	636 Grand Regency Blvd. Brandon FL 33510
Phone Number:	(800) 333-7023
Fax Number:	N/A
Contact Person:	Customer Service

**EFFECT OF SHERIFF'S SALE** -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

**ASSUMPTION OF MORTGAGE** -- You may not transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

## **NOTICE**

The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.

If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.

This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.

**UDREN LAW OFFICES, P.C.**  
**/s/ Mark J. Udren, Esquire**  
**Woodcrest Corporate Center**  
**111 Woodcrest Road, Suite 200**  
**Cherry Hill, NJ 08003-3620**  
**(856) 669-5400**

**YOU MAY ALSO HAVE THE RIGHT:**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

**CLEARFIELD COUNTY**

Keystone Economic Development Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX (814) 539-1688

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona PA 16602  
(814) 944-8100  
FAX (814) 944-5747

CCCS of Western PA  
219-A College Park Plaza  
Johnstown PA 15904  
(814) 539-6335  
FAX n/a

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

CCCS of Northeastern PA  
1631 S Atherton St., Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669

Udren Law Offices, PC  
Woodcrest Corporate Center  
111 Woodcrest Road  
Suite 200  
Cherry Hill, NJ 08003

Robert C. Hallman  
205 Lingle Street  
Osceola Mills PA 16666



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OFFICIAL USE

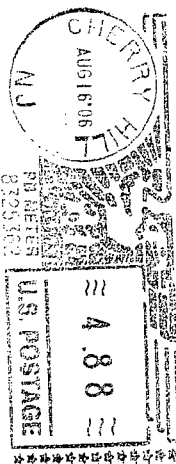
	000000	606	100	123	1000000	001	0000	0000
Postage	\$	603						
Certified Fee		240						
Return Receipt Fee (Endorsement Required)		185						
Restricted Delivery Fee (Endorsement Required)								
Total Postage & Fees	\$	488						

Postmark  
Here

Sent To Robert C. Hallman  
Street, Apt. No. or PO Box No. 205 Lingle Street  
City, State, ZIP+4 Oceola, MS 39154-1666

PS Form 3800, June 2002

**See Reverse for Instructions**



**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover a duplicate return receipt, a USPS® postmark on your Certified Mail receipt required.
- For an additional fee, delivery may be restricted to the addressee's authorized agent. Advise the clerk or mark the mailpiece with endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the receipt at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry for internet access to delivery information is not available on mail addressed to APOs and FPOs.**

(Reverse) June 2002, Form 3800

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Robert C. Hoffman  
205 Long Street  
Osceola Mills PA  
16064

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☐ Agent ☒ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No  
If YES, enter delivery address below:

3. Service Type  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.  
 4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number 7006 0100 0005 3898 4768  
 (Transfer from service label)

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540



V E R I F I C A T I O N

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff, a corporation unless designated otherwise; that he is authorized to take this Verification and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because he has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.



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Mark J. Udren, ESQUIRE  
UDREN LAW OFFICES, P.C.

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
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ATTORNEY FOR PLAINTIFF

Household Finance Consumer  
Discount Co.

Plaintiff

v.

Robert C. Hallman

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 06-1548-CD

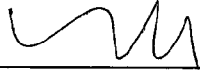
PRAECIPE TO REINSTATE COMPLAINT


TO THE PROTHONOTARY:

Kindly reinstate the Complaint on the above-captioned matter.

DATE: October 20, 2006

UDREN LAW OFFICES, P.C.

  
\_\_\_\_\_  
Mark J. Udren, ESQUIRE  
ATTORNEY FOR PLAINTIFF

**FILED**   
OCT 27 2006  
William A. Shaw  
Prothonotary/Clerk of Courts  
ICC Atty  
1 Compl.  
Reinstated  
to Shsf  
Atty pd. 7.00

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

ATTORNEY FOR PLAINTIFF

Household Finance Consumer  
Discount Co.

Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

v.  
Robert C. Hallman  
Defendant(s)

NO. 06-1548-CD

PRAECIPE TO SUBSTITUTE VERIFICATION

TO THE PROTHONOTARY:

Kindly substitute the attached Verification for the Verification attached to the Complaint in Mortgage Foreclosure with regard to the captioned matter.

DATED: December 12, 2006

UDREN LAW OFFICES, P.C.

BY:

Mark J. Udren, Esquire  
Attorney for Plaintiff

FILED <sup>NO CC</sup>  
m11053/01  
DEC 12 2006 @


William A. Shaw  
Prothonotary/Clerk of Courts

V E R I F I C A T I O N

The undersigned, an Attorney-In-Fact of HSBC Mortgage Services, Inc., servicing agent of Household Finance Consumer Discount Company, the Plaintiff in the foregoing Complaint or an officer of the Corporation which is the servicing agent of Plaintiff, and being authorized to make this verification on behalf of the Plaintiff, hereby verifies that the facts set forth in the foregoing Complaint are taken from records maintained by persons supervised by the undersigned who maintain the business records of the mortgage held by Plaintiff in the ordinary course of business and that those facts are true and correct to the best of the knowledge, information and belief of the undersigned.

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Date: SEPT. 28<sup>TH</sup> 2006

  
Name: Jeanelle Gray  
Title: **Attorney in Fact**  
Company: HSBC Mortgage Services  
Inc., as Servicing Agent on  
behalf of Household Finance  
Consumer Discount Company

Robert C. Hallman  
Loan #0007491889  
MJU #06080087

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 1 Services

Sheriff Docket # **101950**

HOUSEHOLD FINANCE CONSUMER DISCOUNT CO.

Case # 06-1548-CD

vs.

ROBERT C. HALLMAN

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW December 14, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO ROBERT C. HALLMAN, DEFENDANT. 205 LINGLE ST., OSCEOLA MILLS "APPEARS EMPTY".

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	UDREN	70998	10.00
SHERIFF HAWKINS	UDREN	70998	31.80

**FILED**  
92:204m  
DEC 14 2006  
F

Sworn to Before me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

William A. Shaw  
Prothonotary/Clerk of Courts

*Chester A. Hawkins*  
*by Marilyn Harris*  
Chester A. Hawkins  
Sheriff

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400  
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

"WE HEREBY CERTIFY THE  
WITHIN TO BE TRUE AND  
CORRECT COPY OF THE ORIGINAL

Household Finance Consumer  
Discount Co.  
1270 Northland Drive  
Suite 200  
Mendota Heights, MN 55120  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION

Clearfield County

v.

Robert C. Hallman  
205 Lingle Street  
Osceola Mills, PA 16666  
Defendant(s)

NO. 06-1548-CD

COMPLAINT IN MORTGAGE FORECLOSURE

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.

LAWYERS REFERRAL SERVICE  
David S. Meholic  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641, ext. 5982

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

SEP 25 2006

Attest.

*William A. Shaw*  
Prothonotary/  
Clerk of Courts

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas 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. Ademias, 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.

**LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.**

**David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641, ext. 5982**

## **NOTICE**

The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.

If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.

This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.

**UDREN LAW OFFICES, P.C.  
/s/ Mark J. Udren, Esquire  
Woodcrest Corporate Center  
111 Woodcrest Road, Suite 200  
Cherry Hill, NJ 08003-3620  
(856) 669-5400**



1. Plaintiff is the Corporation designated as such in the caption on a preceding page. If Plaintiff is an assignee then it is such by virtue of the following recorded assignments:

Assignor: Mortgage Electronic Registration Systems, Inc.

Assignments of Record to: Household Finance Consumer Discount Co.

Recording Date: **LODGED FOR RECORDING**

2. Defendant(s) is the individual designated as such on the caption on a preceding page, whose last known address is as set forth in the caption, and unless designated otherwise, is the real owner(s) and mortgagor(s) of the premises being foreclosed.

3. On or about the date appearing on the Mortgage hereinafter described, at the instance and request of Defendant(s), Plaintiff (or its predecessor, hereinafter called Plaintiff) loaned to the Defendant(s) the sum appearing on said Mortgage, which Mortgage was executed and delivered to Plaintiff as security for the indebtedness. Said Mortgage is incorporated herein by reference in accordance with Pa.R.C.P. 1019 (g).

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 205 Lingle Street  
MUNICIPALITY/TOWNSHIP/BOROUGH: Borough of Osceola Mills  
COUNTY: Clearfield  
DATE EXECUTED: 6/30/03  
DATE RECORDED: 7/1/03 Instrument # 200311550

The legal description of the mortgaged premises is attached hereto and made part hereof.

4. Said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with other charges authorized by said Mortgage itemized below, shall be immediately due.

5. After demand, the Defendant(s) continues to fail or refuses to comply with the terms of the Mortgage as follows:

(a) by failing or refusing to pay the installments of

principal and interest when due in the amounts indicated below;

- (b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of 8/3/06:

Principal of debt due	\$68,250.45
Unpaid Interest at 12.24% * from 4/1/06 to 8/3/06 (the per diem interest accruing on this debt is \$22.89 and that sum should be added each day after 8/3/06)	2,889.95
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Late Charges (monthly late charge of \$36.11 should be added in accordance with the terms of the note each month after 8/3/06)	108.33
Property Inspection	24.50
Attorneys Fees (anticipated and actual to 5% of principal)	<u>3,412.52</u>
TOTAL	\$75,290.75


\* This interest rate is subject to adjustment as more fully set forth in the Note and Mortgage.

7. The attorney's fee 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 in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date

appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$75,290.75 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



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Mark J. Udren, ESQUIRE  
UDREN LAW OFFICES, P.C.  
Attorney for Plaintiff  
Attorney I.D. No. 04302

**ALL** that certain house and lot located in the Borough of Osceola Mills, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at the Northeasterly corner of Lingle and Troziulny Streets; thence along the Easterly line of said Lingle Street one hundred (100) feet to a corner; thence in an Easterly direction by a line parallel with Troziulny Street and one hundred feet distant therefrom, one hundred and fifty (150) feet to the Westerly line of Lumber Alley; thence along the Westerly line of Lumber Alley, one hundred (100) feet to the Northerly line of Troziulny Street; thence along the Northerly line of Troziulny Street, in a Westerly direction, one hundred and fifty (150) feet to the place of beginning. Being a town lot 100 x 150 feet, and having erected thereon a two story, frame dwelling house.

**BEING** the same premises as vested in James M. McNeish and June Rose McNeish, his wife by deed of Margaret L. Grabill, dated the 28<sup>th</sup> day of March, 1949, and recorded in the Office of the Recorder of Deeds of Clearfield County to Deed Book 395, at Page 290.

**FURTHER BEING** known as Map No. 16-013-377-77.

**TOGETHER** with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title and interest, property, claim and demand whatsoever of the said Grantors, their heirs and assigns, in law, equity, or otherwise, howsoever, in and to the same, and every part thereof.

**TO HAVE AND TO HOLD** the said lot or piece of ground above described, with the messuage or tenement thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the Grantees, their heirs and assigns, forever.

**UNDER AND SUBJECT, NEVERTHELESS,** to all exceptions, reservations, conditions and restrictions as contained in prior Deeds in the chain of title.

**(scanned)**

# **ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE**

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO [HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM] EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

EXHIBIT A

HOMEOWNER'S NAME(S): Robert C. Hallman  
PROPERTY ADDRESS: 205 Lingle Street  
Osceola Mills PA 16666  
LOAN ACCT. NO.: 0007491889  
ORIGINAL LENDER: Decision One Mortgage Company LLC  
CURRENT LENDER: Household Finance Consumer

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE  
WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND  
HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

**TEMPORARY STAY OF FORECLOSURE** -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

**APPLICATION FOR MORTGAGE ASSISTANCE** -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face- to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION** -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

**(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)**

### **HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**

**NATURE OF THE DEFAULT** -- The MORTGAGE debt held by the above lender on your property located at:

**205 Lingle Street  
Osceola Mills PA 16666**

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

**Monthly Payments of \$823.57 for May 1, 2006 thru July 1, 2006 = \$2470.71**

**Monthly Payments of \$856.79 for August 1, 2006 = \$856.79**

**Monthly Late Charges of \$36.11 for May 1, 2006 thru August 1, 2006 = \$144.44**

**Other charges (explain/itemize): Taxes=\$103.43**

**Property Inspections=\$24.50**

**TOTAL AMOUNT PAST DUE: \$3599.87**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable): **N/A**

**HOW TO CURE THE DEFAULT** -- You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3599.87, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**Udren Law Offices, P.C.  
Woodcrest Corporate Center  
111 Woodcrest Road, Suite 200  
Cherry Hill, NJ 08003-3620**

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.): **N/A**

**IF YOU DO NOT CURE THE DEFAULT** -- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

**IF THE MORTGAGE IS FORECLOSED UPON** -- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

**OTHER LENDER REMEDIES** -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If your debt has been discharged in bankruptcy without your having reaffirmed it, then lender cannot pursue this remedy.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale.** You may do so by **paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage.** **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 6 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender/Service:	HSBC
Address:	636 Grand Regency Blvd. Brandon FL 33510
Phone Number:	(800) 333-7023
Fax Number:	N/A
Contact Person:	Customer Service

**EFFECT OF SHERIFF'S SALE** -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

**ASSUMPTION OF MORTGAGE** -- You may not transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.



## NOTICE

The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.

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**UDREN LAW OFFICES, P.C.**  
**/s/ Mark J. Udren, Esquire**  
**Woodcrest Corporate Center**  
**111 Woodcrest Road, Suite 200**  
**Cherry Hill, NJ 08003-3620**  
**(856) 669-5400**

**YOU MAY ALSO HAVE THE RIGHT:**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

---

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

**CLEARFIELD COUNTY**

Keystone Economic Development Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX (814) 539-1688

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona PA 16602  
(814) 944-8100  
FAX (814) 944-5747

CCCS of Northeastern PA  
1631 S Atherton St., Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669

CCCS of Western PA  
219-A College Park Plaza  
Johnstown PA 15904  
(814) 539-6335  
FAX n/a

0008000007 Deferrals

Udren Law Offices, PC  
Woodcrest Corporate Center  
111 Woodcrest Road  
Suite 200  
Cherry Hill, NJ 08003

Robert C. Hallman  
205 Lingle Street  
Osceola Mills PA 16666



9924 969E 5000 0070 9002  
9924 969E 5000 0070 9002

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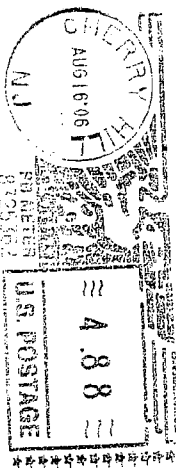
**OFFICIAL USE**

Postage	\$ 63
Certified Fee	240
Return Receipt Fee (Endorsement Required)	185
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 488

Postmark  
Here

Sent To Robert C. Hallman  
Street, Apt. No.,  
or PO Box No. 205 Lingle Street  
City, State, ZIP+4 Osceola Mills PA 16666

PS Form 3800, June 2002 See Reverse for Instructions



**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®
- Certified Mail is not available for any class of International Mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee's authorized agent. Advise the clerk or mark the mailpiece with endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the receipt at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry about delivery information. Delivery information is not available on mail addressed to APOs and FPOs.**

PS Form 3800, June 2002 (Reverse)

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Robert C. Hallinan  
205 Maple Street  
Oscoda MI 49854  
100000

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☐ Agent ☒ Addressee

B. Received by (Printed Name) ☐ Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☒ No  
If YES, enter delivery address below:

3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Return Receipt for Merchandise

☐ Registered ☐ Insured Mail ☐ C.O.D. ☐ Yes

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number 7006 0100 0005 3898 4768

(Transfer from service label)

PS Form 3811, February 2004 Domestic Return Receipt

102595-02-M-1540

# V E R I F I C A T I O N

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff, a corporation unless designated otherwise; that he is authorized to take this Verification and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because he has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.



---

Mark J. Udren, ESQUIRE  
UDREN LAW OFFICES, P.C.

**UDREN LAW OFFICES, P.C.**

**BY: Mark J. Udren, Esquire**

**ATTY I.D. NO. 04302**

**WOODCREST CORPORATE CENTER**

**111 WOODCREST ROAD, SUITE 200**

**CHERRY HILL, NJ 08003**

**856-669-5400**

**ATTORNEY FOR PLAINTIFF**

Household Finance Consumer Discount Co.

Plaintiff

v.

Robert C. Hallman

Defendant

COURT OF COMMON PLEAS

CIVIL DIVISION

Clearfield County

NO. 06-1548-CD

**CERTIFICATE OF SERVICE**

I, Mark J. Udren, undersigned counsel for Plaintiff in the within matter, certify that I caused to be mailed Plaintiff's Motion to Compel Sheriff to File Return of Service of Process upon the following parties:

Robert C. Hallman  
159 Elderberry Lane  
Osceola Mills, PA 16666

Clearfield County Sheriff's Department  
Courthouse  
1 North 2nd Street, Suite 116  
Clearfield, PA 16830

via xxx Regular Mail  
\_\_\_\_\_ Certified Mail

Date: January 16, 2007

UDREN LAW OFFICES, P.C.

By: \_\_\_\_\_  
Mark J. Udren, Esq.  
Attorneys for Plaintiff

**FILED** NO CC  
m 110:50/51  
JAN 18 2007 (60)

William A. Shaw  
Prothonotary/Clerk of Courts

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

HOUSEHOLD FINANCE CONSUMER DISCOUNT CO.,  
Plaintiff

vs.

ROBERT C. HALLMAN,  
Defendant


\*  
\*  
\*  
\*  
\*

NO. 06-1548-CD

**ORDER**

NOW, this 19<sup>th</sup> day of January, 2007, the Court noting the difficulties caused relative no Sheriff's Return having yet been filed with the Prothonotary, and in consideration of Pa. R.C.P. 405 (a) and the Plaintiff's Motion for Default Judgment and Assessment of Damages, it is the ORDER of this Court that the Sheriff cause a Return of Service to be filed with the Prothonotary by no later than 3:30 p.m. on Monday, January 22, 2007. The Prothonotary shall notify the Court and counsel for the Plaintiff as to the filing of the return.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

**FILED** 2007 ATTy Ud non  
0/3: 50m ICC to Doreis in  
JAN 19 2007 Judge Ammerman  
Office to SENE  
Shift  
William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 1-19-2007

☒ You are responsible for serving all appropriate parties.

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

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

*ICE Davis in Judge Ammerman's  
office to serve SHFF*

**FILED**

**JAN 19 2007**

William A. Shaw  
Prothonotary/Clerk of Courts



UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003  
856-669-5400

ATTORNEY FOR PLAINTIFF

Household Finance Consumer Discount Co.

Plaintiff

v.

Robert C. Hallman

Defendant

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 06-1548-CD

**PLAINTIFF'S MOTION TO COMPEL SHERIFF TO FILE RETURN OF  
SERVICE OF PROCESS**

Plaintiff, Household Finance Consumer Discount Co., by and through undersigned counsel, by way of Motion to Compel Sheriff to File Return of Service of Process in the within matter, says:

1. The Complaint was filed in the within action in mortgage foreclosure on September 25, 2006.
2. The Sheriff of Clearfield County ("Sheriff's Department") was requested by Plaintiff to effect service of the Complaint upon the Defendant in accordance with the Rules of Civil Procedure.
3. On November 28, 2006, "Maryann" with the Sheriff's Department verbally advised counsel for the Plaintiff via telephone inquiry of Plaintiff that the Defendant had been served on October 31, 2006 at 159 Elderberry Lane, Osceola Mills, PA 16666.
4. The Sheriff's Department did not file a Return of Service with the Prothonotary's Office.

FILED  
m/10:50 AM  
JAN 18 2007

William A. Shaw  
Prothonotary/Clerk of Courts

5. On November 29, 2006, Plaintiff sent a "10-day" notice of judgment to the Defendant. A true and correct copy of the Notice is attached hereto as Exhibit A.

6. Having received no response from the Defendant, Plaintiff sent its Praecipe for Judgement and Writ of Execution to the Clearfield County Prothonotary for entry. A true and correct copy of the December 12, 2006 cover letter is attached hereto as Exhibit B.

7. The Prothonotary returned Plaintiff's materials indicating that the Sheriff's Department has not filed the service returns. A true and correct copy of the Prothonotary's correspondence is attached hereto as Exhibit C.

8. Plaintiff's counsel has contacted the Sheriff's Department to request that they file the service returns.

9. The Sheriff's Department has to date, failed to comply.

10. Having received a verbal confirmation of service from the Sheriff's Department, Plaintiff asked the Prothonotary whether they would accept Plaintiff's Affidavit of Service based upon the oral representations of service upon the Defendant from the Sheriff's Department.

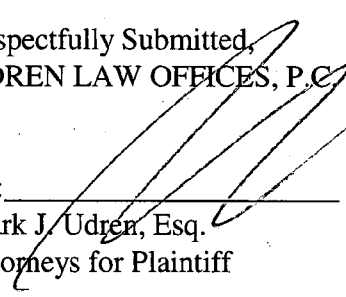
11. The Prothonotary refused indicating that the required Sheriff's service return must be filed prior to the entry of judgment.

12. Plaintiff is being prejudiced by the Sheriff's inability and/or refusal to file the Sheriff's returns of service in a timely manner inasmuch as the Prothonotary will not enter judgment in favor of Plaintiff until return of service is filed of record.

13. In turn, the Defendant continues to live in the subject premises, essentially, for free while Plaintiff continues to lose monies associated with Defendant's failure to repay the mortgage loan obligation and to further pay carrying costs against the property associated with Defendant's failure to pay its mortgage, property taxes and/or utilities.

WHEREFORE, for all of the foregoing reasons, Plaintiff respectfully requests that the within Motion to Compel Sheriff to File Return of Service of Process be granted so that Plaintiff may proceed to request entry of judgment from the Prothonotary.

Respectfully Submitted,  
UDREN LAW OFFICES, P.C.

By:   
Mark J. Udren, Esq.  
Attorneys for Plaintiff



UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003  
856-669-5400

ATTORNEY FOR PLAINTIFF

Household Finance Consumer Discount Co.  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

v.

Robert C. Hallman  
Defendant(s)

NO. 06-1548-CD

TO: Robert C. Hallman  
159 Elderberry Lane  
Osceola Mills, PA 16666

DATE of Notice: November 29, 2006

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS 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  
David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641, ext. 5982

**NOTIFICACION IMPORTANTE**

USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER TOMADO LA ACCION REQUIRIDA DE SU PARTE EN ESTE CASO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE UN TERMINO DE DIEZ (10) DIAS DE ESTA NOTIFICACION, EL TRIBUNAL PODRA, SIN NECESIDAD DE COMPARARECER USTED EN CORTE O ESCUCHAR PREUBA ALGUNA, DICTAR SENTENCIA EN SU CONTRA, USTED PUEDE PERDER BIENES Y OTROS DERECHOS, IMPORTANTES. DEBE LLEVAR ESTA NOTIFICACION A UN ABOGADO IMMEDIATAMENTE SI USTED NO TIENE ABOGADO, O SI NO TIENE DINERO SUFICIENTE PARA TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA, CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL  
LAWYER REFERRAL SERVICE  
David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641, ext. 5982

NOTICE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR AND THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

/s/  
Mark J. Udren, Esquire  
Woodcrest Corporate Center  
111 Woodcrest Road, Suite 200  
Cherry Hill, New Jersey 08003-3620



UDREN LAW OFFICES, P.C.  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD  
SUITE 200

CHERRY HILL, NEW JERSEY 08003-3620

856 . 669 . 5400  
FAX: 856 . 669 . 5399

PENNSYLVANIA OFFICE  
215-568-9500  
215-568-1141 FAX

MARK J. UDREN\*  
STUART WINNEG\*\*  
GAYL SPIVAK ORLOFF\*\*\*  
HEIDI R. SPIVAK\*\*\*  
MARISA JOY MYERS\*\*\*  
LORRAINE DOYLE\*\*  
ALAN M. MINATO\*\*\*  
\*ADMITTED NJ, PA, FL  
\*\*ADMITTED PA  
\*\*\*ADMITTED NJ, PA  
TINA MARIE RICH  
OFFICE ADMINISTRATOR

FREDDIE MAC  
PENNSYLVANIA  
DESIGNATED COUNSEL

PLEASE RESPOND TO NEW JERSEY OFFICE

December 12, 2006

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

Re: Household Finance Consumer Discount Co.  
vs.  
Robert C. Hallman  
Clearfield County C.C.P. No. 06-1548-CD

Dear Sir:

Kindly enter Judgment, issue a Writ of Execution, and transmit the appropriate documents to the Sheriff, together with the Deputy Training Fund check in the sum of \$20.00 and deposit check in the sum of \$2,500.00, to be listed for Sheriff's Sale on \_\_\_\_\_.

All necessary documents to establish the above are enclosed, together with a check to your order in the sum of \$40.00 to cover your fee therefor.

After time stamping, kindly return to me the enclosed copy of the Praeipice for Judgment in the enclosed stamped self addressed envelope.

Please advise promptly if there are any problems in this regard.

Thank you for your assistance with this matter.

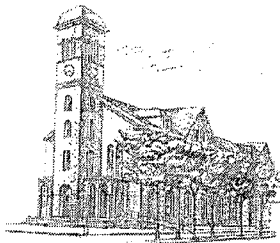
Sincerely yours,

Mark J. Udren, Esquire  
UDREN LAW OFFICES, P.C.

/ enclosures







## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All concerned parties

We are returning the enclosed document(s) due to the lack of a sheriff's return being filed.

Please contact the Clearfield County Sheriff's Office to confirm the filing of a sheriff's return prior to resubmitting the documents(s).

Sincerely,

William A. Shaw  
Prothonotary/Clerk of Courts

Enclosures

WAS/brh  
cc: Clearfield County Sheriff

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003  
856-669-5400

ATTORNEY FOR PLAINTIFF

Household Finance Consumer Discount Co.

Plaintiff

v.

Robert C. Hallman

Defendant

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 06-1548-CD

**PLAINTIFF'S MEMORANDUM OF LAW IN SUPPORT OF MOTION TO COMPEL  
SHERIFF TO FILE RETURN OF SERVICE OF PROCESS**

**I. STATEMENT OF FACTS**

Plaintiff, Household Finance Consumer Discount Co., relies upon the facts as set forth in its Motion to Compel Sheriff to File Return of Service of Process and incorporates same by reference as if fully set forth herein.

**II. QUESTION PRESENTED**

Should the Sheriff's Department be compelled to file Returns of Service of Process where a substantial period of time has elapsed since service was complete and where the Prothonotary refuses to enter judgment until the return of service is filed?

Suggested Answer: Yes.

**III. ARGUMENT**

The Sheriff's Department verbally advised counsel for the Plaintiff via telephone that the Defendant in the within case was served on October 31, 2006 yet the Sheriff's Department has not filed a Return of Service with the Prothonotary's Office. Defendant has not answered nor

otherwise moved in response to the Complaint. Nonetheless, the Prothonotary will not enter judgment nor issue a writ of execution in Plaintiff's favor citing the unfiled service returns. *See* Exhibit C. The Prothonotary further refuses to accept Plaintiff's Affidavit of Service based upon the Sheriff's oral representations of service upon the Defendant. Despite Plaintiff's efforts, the Sheriff's Department has not complied with the request to file the service return.

At this point, Plaintiff is subject to prejudice for the Sheriff's refusal to file the Sheriff's returns of service in a timely manner inasmuch as the Prothonotary will not enter judgment in favor of Plaintiff until return of service is filed of record. There is no prejudice to grant the relief requested inasmuch as the Sheriff is otherwise required to file the service returns as part of its responsibilities. Plaintiff does not seek special treatment; it simply requests that the service returns be filed so that it may proceed to judgment and otherwise bring finality to the pending action.

#### **IV. CONCLUSION**

For all of the foregoing reasons, Plaintiff respectfully requests that the within Motion to Compel Sheriff to File Return of Service be granted so that Plaintiff may proceed to request entry of judgment from the Prothonotary.

Respectfully Submitted,  
UDREN LAW OFFICES, P.C.

By: \_\_\_\_\_  
Mark J. Udren, Esq.  
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102077  
NO: 06-1548-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HOUSEHOLD FINANCE CONSUMER DISCOUNT CO.  
vs.  
DEFENDANT: ROBERT C. HALLMAN

SHERIFF RETURN

NOW, October 31, 2006 AT 10:55 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROBERT C. HALLMAN DEFENDANT AT 159 ELDERBERRY LANE, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ROBERT C. HALLMAN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

FILED

01/31/2007  
JAN 22 2007

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	UDREN	73478	10.00
SHERIFF HAWKINS	UDREN	73478	26.80

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2007

\_\_\_\_\_

So Answers,

*Chester A. Hawkins*  
*by Mary Ann Harris*

Chester A. Hawkins  
Sheriff

UDREN LAW OFFICES, P.C.

BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

ATTORNEY FOR PLAINTIFF

Household Finance Consumer  
Discount Co.  
2929 Walden Avenue  
Depew, NY 14043

Plaintiff

v.

Robert C. Hallman  
205 Lingle Street  
Osceola Mills, PA 16666  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-1548-CD

FILED *Any pd.*  
*m/12/30/07 20.00*  
JAN 31 2007

William A. Shaw  
Prothonotary/Clerk of Courts

*Notice to*  
*Def.*  
*Statement*  
*to Atty*  
*(GR)*

**PRAECIPE FOR JUDGMENT FOR FAILURE TO**  
**ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against the Defendant(s) **Robert C. Hallman** for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$75,290.75
Interest Per Complaint	4,097.31
From 8/4/06 to 1/29/07	
Late charges per Complaint	<u>216.66</u>
From 8/4/06 to 1/29/07	
<b>TOTAL</b>	<b><u>\$79,604.72</u></b>

I hereby certify that (1) the addresses of the Plaintiff and Defendant are as shown above, and (2) that notice has been given in accordance with Rule 237.1, a copy of which is attached hereto.

UDREN LAW OFFICES P.C.

Mark J. Udren, ESQUIRE  
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: 1/31/07

*William A. Shaw*  
PRO PROTHY

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003  
856-669-5400

ATTORNEY FOR PLAINTIFF

Household Finance Consumer Discount Co.  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

v.

Robert C. Hallman  
Defendant(s)

NO. 06-1548-CD

TO: Robert C. Hallman  
159 Elderberry Lane  
Osceola Mills, PA 16666

DATE of Notice: November 29, 2006

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS 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  
David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641, ext. 5982

**NOTIFICACION IMPORTANTE**

USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER TOMADO LA ACCION REQUIRIDA DE SU PARTE EN ESTE CASO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE UN TERMINO DE DIEZ (10) DIAS DE ESTA NOTIFICACION, EL TRIBUNAL PODRA, SIN NECESIDAD DE COMPARARECER USTED EN CORTE O ESCUCHAR PREUBA ALGUNA, DICTAR SENTENCIA EN SU CONTRA, USTED PUEDE PERDER BIENES Y OTROS DERECHOS, IMPORTANTES. DEBE LLEVAR ESTA NOTIFICACION A UN ABOGADO IMMEDIATAMENTE SI USTED NO TIENE ABOGADO, O SI NO TIENE DINERO SUFICIENTE PARA TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA, CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL  
LAWYER REFERRAL SERVICE  
David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641, ext. 5982

NOTICE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR AND THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

/s/  
Mark J. Udren, Esquire  
Woodcrest Corporate Center  
111 Woodcrest Road, Suite 200  
Cherry Hill, New Jersey 08003-3620

UDREN LAW OFFICES, P.C.  
BY: MARK J. UDREN, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

ATTORNEY FOR PLAINTIFF

Household Finance Consumer  
Discount Co.

Plaintiff

v.

Robert C. Hallman  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-1548-CD

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF NEW JERSEY

:  
: SS

COUNTY OF CAMDEN

:

THE UNDERSIGNED being duly sworn, deposes and says that the averments herein are based upon investigations made and records maintained by us either as Plaintiff or as servicing agent of the Plaintiff herein and that the above Defendant(s) are not in the Military or Naval Service of the United States of America or its Allies as defined in the Servicemembers' Civil Relief Act (108 P.L. 189; 117 Stat. 2835; 2003 Enacted H.R. 100), and that the age and last known residence and employment of each Defendant are as follows:

Defendant: Robert C. Hallman  
Age: Over 18  
Residence: As captioned above  
Employment: Unknown

Name: MARK J. UDREN, ESQ.  
Title: ATTORNEY FOR PLAINTIFF  
Company: UDREN LAW OFFICES, P.C.

Sworn to and subscribed  
before me this 29<sup>th</sup> day  
of January, 2007.



Notary Public  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 4/14/2008

UDREN LAW OFFICES, P.C.

BY: Mark J. Udren, Esquire

ATTY I.D. NO. 04302

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

ATTORNEY FOR PLAINTIFF

Household Finance Consumer  
Discount Co.

Plaintiff

v.

Robert C. Hallman

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-1548-CD

TO: Robert C. Hallman  
159 Elderberry Lane  
Osceola Mills, PA 16666

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

Prothonotary

11/31/07

- ☒ Judgment by Default
- ☐ Money Judgment
- ☐ Judgment in Replevin
- ☐ Judgment for Possession
- ☐ Judgment on Award of Arbitration
- ☐ Judgment on Verdict
- ☐ Judgment on Court Findings

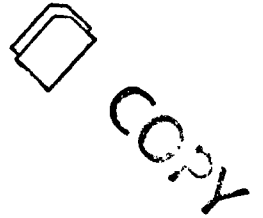
IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-669-5400



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

COPY

Household Finance Consumer Discount Co.  
Plaintiff(s)

No.: 2006-01548-CD

Real Debt: \$79,604.72

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Robert C. Hallman  
Defendant(s)

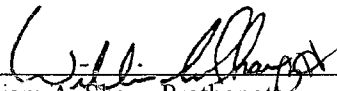
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 31, 2007

Expires: January 31, 2012

Certified from the record this 31st day of January, 2007.

  
\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

ATTORNEY FOR PLAINTIFF

Household Finance Consumer  
Discount Co.  
2929 Walden Avenue  
Depew, NY 14043

Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 06-1548-CD

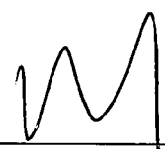
v.

Robert C. Hallman  
205 Lingle Street  
Osceola Mills, PA 16666  
Defendant(s)

SUGGESTION OF BANKRUPTCY

To the Prothonotary:

Kindly note on the record that the above Defendant, Robert C. Hallman has filed Chapter 7 Bankruptcy in the Western District of Pennsylvania on March 5, 2007, Bankruptcy Case No. #07-70217.

  
\_\_\_\_\_  
Mark J. Udren, Esquire  
UDREN LAW OFFICES, P.C.  
Attorney for Plaintiff

FILED NO CC  
M105784  
MAR 08 2007 @

William A. Shaw  
Prothonotary/Clerk of Courts

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

ATTORNEY FOR PLAINTIFF

Household Finance Consumer  
Discount Co.

Plaintiff

v.

Robert C. Hallman

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-1548-CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Please issue Writ of Execution in the above matter:

Amount due

\$79,604.72

Interest From 1/30/07

to Date of Sale \_\_\_\_\_

Ongoing Per Diem of \$22.89

to actual date of sale including if sale is  
held at a later date

(Costs to be added)

\$ \_\_\_\_\_

Prothonotary costs

132.00

UDREN LAW OFFICES, P.C.

Mark J. Udren, ESQUIRE  
ATTORNEY FOR PLAINTIFF

FILED

m/2:44/61  
JAN 31 2007

William A. Shaw  
Prothonotary/Clerk of Courts

Any pd. 20.00  
1000 Lewits  
w/prop descr. to  
Sheriff

(6K)

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

BY: Mark J. Udren, Esquire

ATTY I.D. NO. 04302

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

Household Finance Consumer

Discount Co.

Plaintiff

v.

COURT OF COMMON PLEAS

CIVIL DIVISION

Clearfield County

MORTGAGE FORECLOSURE

Robert C. Hallman

Defendant(s)

NO. 06-1548-CD

### C E R T I F I C A T E

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff in the above-captioned matter and that the premises are 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.
- ( ) Over 24 months delinquent.

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

UDREN LAW OFFICES, P.C.

Mark J. Udren, ESQUIRE

ATTORNEY FOR PLAINTIFF

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

ATTORNEY FOR PLAINTIFF

Household Finance Consumer  
Discount Co.

Plaintiff

v.

Robert C. Hallman

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-1548-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

Household Finance Consumer Discount Co., Plaintiff in the above action, by its attorney, Mark J. Udren, ESQ., sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: 205 Lingle Street, Osceola Mills, PA 16666

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

Name

Address

Robert C. Hallman

159 Elderberry Lane  
Osceola Mills, PA 16666

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

Name

Address

SAME AS #1 ABOVE

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

Name

Address

None

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

Name

Address

Household Finance  
Consumer Discount Co.

2929 Walden Avenue  
Depew, NY 14043

PHFA

211 North Front Street  
P.O. Box 15628  
Harrisburg, PA 17105

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 and whose interest may be affected by the sale:

Name

Address

Real Estate Tax Dept.

1 North Second Street, Suite 116  
Clearfield, PA 16830

Domestic Relations Section

1 North Second Street, Suite 116  
Clearfield, PA 16830

Commonwealth of PA,  
Department of Revenue

Bureau of Compliance, PO Box 281230  
Harrisburg, PA 17128-1230

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

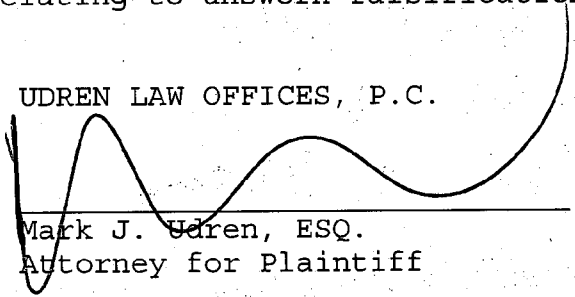
Tenants/Occupants

205 Lingle Street  
Osceola Mills, PA 16666

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. sec. 4904 relating to unsworn falsification to authorities.

UDREN LAW OFFICES, P.C.

DATED: January 29, 2007

  
Mark J. Udren, ESQ.  
Attorney for Plaintiff

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

ATTORNEY FOR PLAINTIFF

Household Finance Consumer  
Discount Co.

Plaintiff

v.

Robert C. Hallman

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-1548-CD

copy

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

To satisfy the judgment, interest and costs in the above matter,  
you are directed to levy upon and sell the following described

property: 205 Lingle Street  
Osceola Mills, PA 16666  
SEE LEGAL DESCRIPTION ATTACHED

Amount due

\$79,604.72

Interest From 1/30/07

to Date of Sale \_\_\_\_\_

Ongoing Per Diem of \$22.89

to actual date of sale including if sale is  
held at a later date

Prothonotary costs

132.00

(Costs to be added)

\$ \_\_\_\_\_

By

Will [Signature] Prothonotary  
Clerk

Date

1/31/07

COURT OF COMMON PLEAS  
NO. 06-1548-CD

Household Finance Consumer Discount Co.  
vs.  
Robert C. Hallman

WRIT OF EXECUTION

REAL DEBT \$ 79,604.72

INTEREST \$

from 1/30/07

to Date of Sale

Ongoing Per Diem of \$22.89

to actual date of sale including if sale is  
held at a later date

COSTS PAID:

PROTHY \$ 132.00

SHERIFF \$

STATUTORY \$

COSTS DUE PROTHY. \$

PREMISES TO BE SOLD:

205 Lingle Street  
Osceola Mills, PA 16666

Mark J. Udren, ESQUIRE  
UDREN LAW OFFICES, P.C.  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
(856) 669-5400



**ALL** that certain house and lot located in the Borough of Osceola Mills, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at the Northeasterly corner of Lingle and Troziulny Streets; thence along the Easterly line of said Lingle Street one hundred (100) feet to a corner; thence in an Easterly direction by a line parallel with Troziulny Street and one hundred feet distant therefrom, one hundred and fifty (150) feet to the Westerly line of Lumber Alley; thence along the Westerly line of Lumber Alley, one hundred (100) feet to the Northerly line of Troziulny Street; thence along the Northerly line of Troziulny Street, in a Westerly direction, one hundred and fifty (150) feet to the place of beginning. Being a town lot 100 x 150 feet, and having erected thereon a two story, frame dwelling house.

**BEING** the same premises as vested in James M. McNeish and June Rose McNeish, his wife by deed of Margaret L. Grabill, dated the 28<sup>th</sup> day of March, 1949, and recorded in the Office of the Recorder of Deeds of Clearfield County to Deed Book 395 at Page 290.

**FURTHER BEING** known as Map No. 16-O13-377-77.

**TOGETHER** with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title and interest, property, claim and demand whatsoever of the said Grantors, their heirs and assigns, in law, equity, or otherwise, howsoever, in and to the same, and every part thereof.

**TO HAVE AND TO HOLD** the said lot or piece of ground above described, with the messuage or tenement thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the Grantees, their heirs and assigns, forever.

**UNDER AND SUBJECT, NEVERTHELESS**, to all exceptions, reservations, conditions and restrictions as contained in prior Deeds in the chain of title.

BEING KNOWN AS:           205 LINGLE STREET  
                                  OSCEOLA MILLS, PA 16666

PROPERTY ID NO.:       016-013-377-00077

TITLE TO SAID PREMISES IS VESTED IN ROBERT C. HALLMAN, AN ADULT INDIVIDUAL BY DEED FROM JAMES M. MCNEISH, BY JAMES DENNIS MCNEISH, AN ADULT INDIVIDUAL, HIS AGENT BY POWER OF ATTORNEY DATED AUGUST 2, 1999 AND JUNE R. MCNEISH, BY JAMES DENNIS MCNEISH, AN ADULT INDIVIDUAL, HER AGENT BY POWER OF ATTORNEY DATED AUGUST 2, 1999 DATED 6/26/2003 RECORDED 7/1/2003 IN INSTRUMENT NO. 200311549.

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400  
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

Household Finance Consumer  
Discount Co.

Plaintiff

v.

Robert C. Hallman

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-1548-CD

PRAECIPE TO ISSUE WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount due \$79,604.72

Interest From 1/30/07  
to Date of Sale \_\_\_\_\_

Ongoing Per Diem of \$22.89  
to actual date of sale including if sale is  
held at a later date

(Costs to be added)

\$ 152.00 Prothonotary costs

UDREN LAW OFFICES, P.C.



Mark J. Udren, ESQUIRE  
ATTORNEY FOR PLAINTIFF

FILED 100 & 600  
MAY 11 2007 w/prop-descri.  
to Sheriff

William A. Shaw  
Prothonotary/Clerk of Courts  
Atty pd. 20.00  
(60)

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400  
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

Household Finance Consumer  
Discount Co.

Plaintiff

v.

Robert C. Hallman

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-1548-CD

C E R T I F I C A T E

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff in the above-captioned matter and that the premises are 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.
- ( ) Over 24 months delinquent.

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

UDREN LAW OFFICES, P.C.

Mark J. Udren, ESQUIRE  
ATTORNEY FOR PLAINTIFF

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400  
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

Household Finance Consumer  
Discount Co.

Plaintiff

v.

Robert C. Hallman

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-1548-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

Household Finance Consumer Discount Co., Plaintiff in the above action, by its attorney, Mark J. Udren, ESQ., sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: 205 Lingle Street, Osceola Mills, PA 16666

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

Robert C. Hallman 159 Elderberry Lane  
Osceola Mills, PA 16666

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

SAME AS #1 ABOVE

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

None

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

Household Finance 2929 Walden Avenue  
Consumer Discount Co. Depew, NY 14043

PHFA 211 North Front Street  
P.O. Box 15628  
Harrisburg, PA 17101

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 and whose interest may be affected by the sale:

Name	Address
------	---------

Real Estate Tax Dept.	1 North Second Street, Suite 116 Clearfield, PA 16830
-----------------------	--

Domestic Relations Section	1 North Second Street, Suite 116 Clearfield, PA 16830
----------------------------	--

Commonwealth of PA, Department of Revenue	Bureau of Compliance, PO Box 281230 Harrisburg, PA 17128-1230
--	--

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:

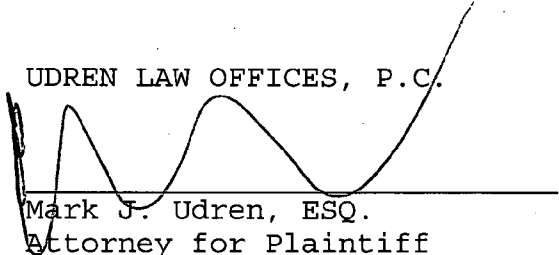
Name	Address
------	---------

Tenants/Occupants	205 Lingle Street Osceola Mills, PA 16666
-------------------	--

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. sec. 4904 relating to unsworn falsification to authorities.

DATED: April 26, 2007

UDREN LAW OFFICES, P.C.

  
Mark J. Udren, ESQ.  
Attorney for Plaintiff

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400  
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

COPY

Household Finance Consumer  
Discount Co.

Plaintiff

v.

Robert C. Hallman

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-1548-CD

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

To satisfy the judgment, interest and costs in the above matter,  
you are directed to levy upon and sell the following described

property: 205 Lingle Street  
Osceola Mills, PA 16666  
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$79,604.72

Interest From 1/30/07

to Date of Sale \_\_\_\_\_

Ongoing Per Diem of \$22.89

to actual date of sale including if sale is  
held at a later date

(Costs to be added)

\$

152.00

Prothonotary costs

By

Prothonotary

Clerk

Date

5/21/07

COURT OF COMMON PLEAS  
NO. 06-1548-CD

Household Finance Consumer Discount Co.  
vs.  
Robert C. Hallman

WRIT OF EXECUTION

REAL DEBT \$ 79,604.72

INTEREST \$ \_\_\_\_\_  
from 1/30/07  
to Date of Sale \_\_\_\_\_  
Ongoing Per Diem of \$22.89  
to actual date of sale including if sale is  
held at a later date

COSTS PAID:  
PROTHY \$ 152.00

SHERIFF \$ \_\_\_\_\_

STATUTORY \$ \_\_\_\_\_

COSTS DUE PROTHY. \$ \_\_\_\_\_

PREMISES TO BE SOLD:  
205 Lingle Street  
Osceola Mills, PA 16666

Mark J. Udren, ESQUIRE  
UDREN LAW OFFICES, P.C.  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD,, SUITE 200  
CHERRY HILL, NJ 08003-3620  
(856) 669-5400  
pleadings@udren.com

**ALL** that certain house and lot located in the Borough of Osceola Mills, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at the Northeasterly corner of Lingle and Traczyulny Streets; thence along the Easterly line of said Lingle Street one hundred (100) feet to a corner; thence in an Easterly direction by a line parallel with Traczyulny Street and one hundred feet distant therefrom, one hundred and fifty (150) feet to the Westerly line of Lumber Alley; thence along the Westerly line of Lumber Alley, one hundred (100) feet to the Northerly line of Traczyulny Street; thence along the Northerly line of Traczyulny Street, in a Westerly direction, one hundred and fifty (150) feet to the place of beginning. Being a town lot 100 x 150 feet, and having erected thereon a two story, frame dwelling house.

**BEING** the same premises as vested in James M. McNeish and June Rose McNeish, his wife by deed of Margaret L. Grabill, dated the 28<sup>th</sup> day of March, 1949, and recorded in the Office of the Recorder of Deeds of Clearfield County to Deed Book 395 at Page 290.

**FURTHER BEING** known as Map No. 16-013-377-77.

**TOGETHER** with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title and interest, property, claim and demand whatsoever of the said Grantors, their heirs and assigns, in law, equity, or otherwise, howsoever, in and to the same, and every part thereof.

**TO HAVE AND TO HOLD** the said lot or piece of ground above described, with the messuage or tenement thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the Grantees, their heirs and assigns, forever.

**UNDER AND SUBJECT, NEVERTHELESS**, to all exceptions, reservations, conditions and restrictions as contained in prior Deeds in the chain of title.

BEING KNOWN AS:           205 LINGLE STREET  
                                  OSCEOLA MILLS, PA 16666

PROPERTY ID NO.:       016-013-377-00077

TITLE TO SAID PREMISES IS VESTED IN ROBERT C. HALLMAN, AN ADULT INDIVIDUAL BY DEED FROM JAMES C. MCNEISH, BY JAMES DENNIS MCNEISH, AN ADULT INDIVIDUAL, HIS AGENT BY POWER OF ATTORNEY DATED AUGUST 2, 1999 AND JUNE R. MCNEISH, BY JAMES DENNIS MCNEISH, AN ADULT INDIVIDUAL, HER AGENT BY POWER OF ATTORNEY DATED AUGUST 2, 1999 DATED 6/26/03 RECORDED 7/1/03 IN INSTRUMENT NO. 200311549.



UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

ATTORNEY FOR PLAINTIFF

Household Finance Consumer  
Discount Co.  
2929 Walden Avenue  
Depew, NY 14043

Plaintiff

v.

Robert C. Hallman  
159 Elderberry Lane  
Osceola Mills, PA 16666  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 06-1548-CD

**FILED** *NO CC*  
*m 11:21 AM*  
**JUL 30 2007**  
*(JW)*  
William A. Shaw  
Prothonotary/Clerk of Courts

**AFFIDAVIT OF SERVICE PURSUANT TO Pa.R.C.P. RULE 3129.1**

Plaintiff, by its/his/her Attorney, Mark J. Udren, Esquire, hereby verifies that:

1. A copy of the Notice of Sheriff's Sale, a true and correct copy of which is attached hereto as Exhibit "A", was sent to every recorded lienholder and every other interested party known as of the date of the filing of the Praecipe for the Writ of Execution, on the date(s) appearing on the attached Certificates of Mailing.

2. A Notice of Sheriff's Sale was sent to Defendant(s) by regular mail and certified mail on the date appearing on the attached Return Receipt, which was signed for by Defendant(s) on the date specified on the said Return Receipt. Copies of the said Notice and Return Receipt are attached hereto as Exhibit "B".

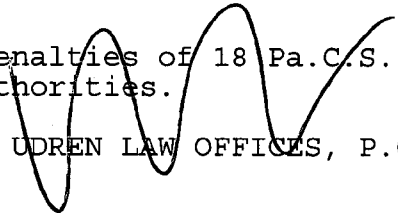
3. If a Return Receipt is not attached hereto, then service was by personal service on the date specified on the attached Return of Service, attached hereto as Exhibit "B".

4. If service was by Order of Court, then proof of compliance with said Order is attached hereto as Exhibit "B".

All Notices were served within the time limits set forth by Pa Rule C.P. 3129.

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

Dated: July 2, 2007

  
UDREN LAW OFFICES, P.C.

BY:

Mark J. Udren, Esquire  
Attorney for Plaintiff

UDREN LAW OFFICES, P.C.

BY: Mark J. Udren, Esquire

ATTY I.D. NO. 04302

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

ATTORNEY FOR PLAINTIFF

Household Finance Consumer Discount  
Co.

Plaintiff

v.

Robert C. Hallman

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 06-1548-CD

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

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

**OWNER(S): Robert C. Hallman**

**PROPERTY: 205 Lingle Street Osceola Mills, PA 16666**

**Improvements: RESIDENTIAL DWELLING**

The above captioned property is scheduled to be sold at the Clearfield County Sheriff's Sale on **August 3, 2007**, at 10:00 A.M., at the Clearfield County 1 North Second Street Suite 116 Clearfield, PA. Our records indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

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

EXHIBIT A



**UDREN LAW OFFICES, P.C.**

**WOODCREST CORPORATE CENTER**

**111 WOODCREST ROAD**

**SUITE 200**

**CHERRY HILL, NEW JERSEY 08003-3620**

**856 . 669 . 5400**

**FAX: 856 . 669 . 5399**

**pleadings@udren.com**

**MARK J. UDREN\***  
**STUART WINNEG\*\***  
**GAYL SPIVAK ORLOFF\*\*\***  
**HEIDI R. SPIVAK\*\*\***  
**MARISA JOY MYERS\*\*\***  
**LORRAINE DOYLE\*\***  
**ALAN M. MINATO\*\*\***  
**DWIGHT MICHAELSON\*\*\***  
**\*ADMITTED NJ, PA, FL**  
**\*\*ADMITTED PA**  
**\*\*\*ADMITTED NJ, PA**  
**TINA MARIE RICH**  
**OFFICE ADMINISTRATOR**

**FREDDIE MAC**  
**PENNSYLVANIA**  
**DESIGNATED COUNSEL**

**PLEASE RESPOND TO NEW JERSEY OFFICE**

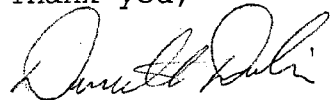
April 26, 2007

Sheriff of Clearfield County  
Clearfield County Courthouse  
1 North Second Street  
Suite 116  
Clearfield, PA 16830

RE: Household Finance Consumer Discount Co.  
vs.  
Robert C. Hallman  
Clearfield County, CCP No. 06-1548-CD

Please be informed that our office will be using an outside servicer to serve the defendant(s) with the enclosed Notice of Sheriff Sale. When service has been successfully completed our office will file the proof of service.

Thank you,



Danielle Devlin  
Foreclosure Specialist

Served Robert Hallman  
5/23/07 at residence by  
Nancy to Terri Meyer -  
Guthrie C.A.

**EXHIBIT**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20585  
NO: 06-1548-CD

PLAINTIFF: HOUSEHOLD FINANCE CONSUMER DISCOUNT CO.  
vs.  
DEFENDANT: ROBERT C. HALLMAN

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 05/02/2007

LEVY TAKEN 05/23/2007 @ 10:30 AM

POSTED 05/23/2007 @ 10:36 AM

SALE HELD 08/03/2007

SOLD TO HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 08/17/2007

DATE DEED FILED 08/17/2007

PROPERTY ADDRESS 205 LINGLE STREET OSCEOLA MILLS , PA 16666

**SERVICES**

05/23/2007 @ 10:44 AM SERVED ROBERT C. HALLMAN

SERVED ROBERT C. HALLMAN, DEFENANT, AT HIS RESIDENCE 159 ELDERBERRY LANE, OSECOLA MILLS, CLEARFIELD COUNTY, PENNSYLVNIA BY HANDING TO TERRI MOYER, GIRLFRIEND/ADULT AT RESIDENCE

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

**FILED**  
011:35/34  
AUG 17 2007  
LM

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20585  
NO: 06-1548-CD

PLAINTIFF: HOUSEHOLD FINANCE CONSUMER DISCOUNT CO.

vs.

DEFENDANT: ROBERT C. HALLMAN

Execution REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$224.72

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2007

\_\_\_\_\_

So Answers,



Chester A. Hawkins  
Sheriff

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400  
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

Household Finance Consumer  
Discount Co.

Plaintiff  
v.

Robert C. Hallman  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-1548-CD

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

To satisfy the judgment, interest and costs in the above matter,  
you are directed to levy upon and sell the following described

property: 205 Lingle Street  
Osceola Mills, PA 16666  
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$79,604.72

Interest From 1/30/07

to Date of Sale

Ongoing Per Diem of \$22.89

to actual date of sale including if sale is  
held at a later date

(Costs to be added)

\$152.00 Prothonotary costs

By

Clerk

Date 5/2/07

Received May 2, 2007 @ 1:00 P.M.  
Chester A. Hankins  
by Anthony Butler - registered

COURT OF COMMON PLEAS

NO. 06-1548-CD

Household Finance Consumer Discount Co.

vs.

Robert C. Hallman

WRIT OF EXECUTION

REAL DEBT \$ 79,604.72

INTEREST \$ \_\_\_\_\_

from 1/30/07

to Date of Sale \_\_\_\_\_

Ongoing Per Diem of \$22.89

to actual date of sale including if sale is  
held at a later date

COSTS PAID:

PROTHY \$ 152.00

SHERIFF \$ \_\_\_\_\_

STATUTORY \$ \_\_\_\_\_

COSTS DUE PROTHY. \$ \_\_\_\_\_

PREMISES TO BE SOLD:

205 Lingle Street

Osceola Mills, PA 16666

Mark J. Udren, ESQUIRE

UDREN LAW OFFICES, P.C.

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

(856) 669-5400

pleadings@udren.com



**ALL** that certain house and lot located in the Borough of Osceola Mills, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at the Northeasterly corner of Lingle and Troziulny Streets; thence along the Easterly line of said Lingle Street one hundred (100) feet to a corner; thence in an Easterly direction by a line parallel with Troziulny Street and one hundred feet distant therefrom, one hundred and fifty (150) feet to the Westerly line of Lumber Alley; thence along the Westerly line of Lumber Alley, one hundred (100) feet to the Northerly line of Troziulny Street; thence along the Northerly line of Troziulny Street, in a Westerly direction, one hundred and fifty (150) feet to the place of beginning. Being a town lot 100 x 150 feet, and having erected thereon a two story, frame dwelling house.

**BEING** the same premises as vested in James M. McNeish and June Rose McNeish, his wife by deed of Margaret L. Grabill, dated the 28<sup>th</sup> day of March, 1949, and recorded in the Office of the Recorder of Deeds of Clearfield County to Deed Book 395 at Page 290.

**FURTHER BEING** known as Map No. 16-013-377-77.

**TOGETHER** with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title and interest, property, claim and demand whatsoever of the said Grantors, their heirs and assigns, in law, equity, or otherwise, howsoever, in and to the same, and every part thereof.

**TO HAVE AND TO HOLD** the said lot or piece of ground above described, with the messuage or tenement thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the Grantees, their heirs and assigns, forever.

**UNDER AND SUBJECT, NEVERTHELESS**, to all exceptions, reservations, conditions and restrictions as contained in prior Deeds in the chain of title.

BEING KNOWN AS:           205 LINGLE STREET  
                                  OSCEOLA MILLS, PA 16666

PROPERTY ID NO.:       016-013-377-00077

TITLE TO SAID PREMISES IS VESTED IN ROBERT C. HALLMAN, AN ADULT INDIVIDUAL BY DEED FROM JAMES C. MCNEISH, BY JAMES DENNIS MCNEISH, AN ADULT INDIVIDUAL, HIS AGENT BY POWER OF ATTORNEY DATED AUGUST 2, 1999 AND JUNE R. MCNEISH, BY JAMES DENNIS MCNEISH, AN ADULT INDIVIDUAL, HER AGENT BY POWER OF ATTORNEY DATED AUGUST 2, 1999 DATED 6/26/03 RECORDED 7/1/03 IN INSTRUMENT NO. 200311549.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME ROBERT C. HALLMAN

NO. 06-1548-CD

NOW, August 17, 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 August 03, 2007, I exposed the within described real estate of Robert C. Hallman to public venue or outcry at which time and place I sold the same to HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	19.40
LEVY	15.00
MILEAGE	19.40
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.92
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$224.72</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	30.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$30.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	79,604.72
INTEREST @ 22.8900 %	4,234.65
FROM 01/30/2007 TO 08/03/2007	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$83,859.37</b>

**COSTS:**

ADVERTISING	512.98
TAXES - COLLECTOR	831.44
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.50
SHERIFF COSTS	224.72
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	152.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$2,076.64</b>

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

CHESTER A. HAWKINS, Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20523  
NO: 06-1548-CD

PLAINTIFF: HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: ROBERT C. HALLMAN

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 01/31/2007

LEVY TAKEN 02/16/2007 @ 2:05 PM

POSTED 02/16/2007 @ 2:05 PM

SALE HELD

SOLD TO

WRIT RETURNED 10/29/1929

DATE DEED FILED **NOT SOLD**

**FILED**

013:48394  
OCT 29 2007

William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

@

SERVED ROBERT C. HALLMAN

DEPUTIES ATTEMPTED TO SERVE ROBERT C. HALLMAN, DEFENDANT, AT HIS RESIDENCE 159 ELDERBERRY LANE, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, ATTORNEY STAYED SALE BEFORE SERVICE COMPLETE.

@

SERVED

NOW, MARCH 6, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR MAY 4, 2007. DUE TO CHAPTER 7 BANKRUPTCY FILING.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20523  
NO: 06-1548-CD

PLAINTIFF: HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: ROBERT C. HALLMAN

Execution REAL ESTATE

SHERIFF RETURN

---


SHERIFF HAWKINS

\$178.48

SURCHARGE

\$20.00 PAID BY ATTORNEY

So Answers,

  
Chester A. Hawkins  
Sheriff

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

Household Finance Consumer  
Discount Co.

Plaintiff

v.

Robert C. Hallman  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-1548-CD

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

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

205 Lingle Street  
Osceola Mills, PA 16666  
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$79,604.72

Interest From 1/30/07

to Date of Sale \_\_\_\_\_

Ongoing Per Diem of \$22.89

to actual date of sale including if sale is  
held at a later date

Prothonotary costs 132.00

(Costs to be added)

\$ \_\_\_\_\_

By \_\_\_\_\_

Prothonotary

Clerk

Date 1/31/07

Received January 31, 2007 @ 3:00 P.M.

Chester A. Hawkins

By Cynthia Butler-Archerbaugh

COURT OF COMMON PLEAS  
NO. 06-1548-CD

Household Finance Consumer Discount Co.  
vs.  
Robert C. Hallman

WRIT OF EXECUTION

REAL DEBT \$ 79,604.72

INTEREST \$ \_\_\_\_\_  
from 1/30/07  
to Date of Sale \_\_\_\_\_

Ongoing Per Diem of \$22.89  
to actual date of sale including if sale is  
held at a later date

COSTS PAID:

PROTHY \$ 132.00

SHERIFF \$ \_\_\_\_\_

STATUTORY \$ \_\_\_\_\_

COSTS DUE PROTHY. \$ \_\_\_\_\_

PREMISES TO BE SOLD:  
205 Lingle Street  
Osceola Mills, PA 16666

Mark J. Udren, ESQUIRE  
UDREN LAW OFFICES, P.C.  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
(856) 669-5400

ALL that certain house and lot located in the Borough of Osceola Mills, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at the Northeastly corner of Lingle and Troziulny Streets; thence along the Easterly line of said Lingle Street one hundred (100) feet to a corner; thence in an Easterly direction by a line parallel with Troziulny Street and one hundred feet distant therefrom, one hundred and fifty (150) feet to the Westerly line of Lumber Alley; thence along the Westerly line of Lumber Alley, one hundred (100) feet to the Northerly line of Troziulny Street; thence along the Northerly line of Troziulny Street, in a Westerly direction, one hundred and fifty (150) feet to the place of beginning. Being a town lot 100 x 150 feet, and having erected thereon a two story, frame dwelling house.

**BEING** the same premises as vested in James M. McNeish and June Rose McNeish, his wife by deed of Margaret L. Grabill, dated the 28<sup>th</sup> day of March, 1949, and recorded in the Office of the Recorder of Deeds of Clearfield County to Deed Book 395 at Page 290.

**FURTHER BEING** known as Map No. 16-O13-377-77.

**TOGETHER** with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title and interest, property, claim and demand whatsoever of the said Grantors, their heirs and assigns, in law, equity, or otherwise, howsoever, in and to the same, and every part thereof.

**TO HAVE AND TO HOLD** the said lot or piece of ground above described, with the messuage or tenement thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the Grantees, their heirs and assigns, forever.

**UNDER AND SUBJECT, NEVERTHELESS,** to all exceptions, reservations, conditions and restrictions as contained in prior Deeds in the chain of title.

BEING KNOWN AS: 205 LINGLE STREET  
OSCEOLA MILLS, PA 16666

PROPERTY ID NO.: 016-013-377-00077

TITLE TO SAID PREMISES IS VESTED IN ROBERT C. HALLMAN, AN ADULT INDIVIDUAL BY DEED FROM JAMES M. MCNEISH, BY JAMES DENNIS MCNEISH, AN ADULT INDIVIDUAL, HIS AGENT BY POWER OF ATTORNEY DATED AUGUST 2, 1999 AND JUNE R. MCNEISH, BY JAMES DENNIS MCNEISH, AN ADULT INDIVIDUAL, HER AGENT BY POWER OF ATTORNEY DATED AUGUST 2, 1999 DATED 6/26/2003 RECORDED 7/1/2003 IN INSTRUMENT NO. 200311549.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME ROBERT C. HALLMAN

NO. 06-1548-CD

NOW, October 29, 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 , I exposed the within described real estate of Robert C. Hallman to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR SERVICE	15.00
MILEAGE LEVY	19.40
MILEAGE POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.68
HANDBILLS DISTRIBUTION	15.00
ADVERTISING	25.00
ADD'L SERVICE DEED	15.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT RETURNS/DEPUTIZE COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$178.48</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	79,604.72
INTEREST @ 22.8900	(16,771,640.
FROM 01/30/2007 TO	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>(\$16,692,015.62)</b>

**COSTS:**

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	178.48
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$310.48</b>

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

CHESTER A. HAWKINS, Sheriff



**UDREN LAW OFFICES, P.C.**  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD  
SUITE 200  
CHERRY HILL, NEW JERSEY 08003-3620  
856. 669. 5400  
FAX: 856. 669. 5399

PENNSYLVANIA OFFICE  
215-368-9300

MARK J. UDREN\*  
STUART WINNEG\*\*  
GAYL SPIVAK ORLOFF\*\*\*  
HEIDI R. SPIVAK\*\*\*  
MARISA JOY COHEN\*\*\*  
LORRAINE DOYLE\*\*  
ALAN M. MINATO\*\*\*  
\*ADMITTED NJ, PA, PL  
\*\*ADMITTED NJ, PA  
\*\*\*ADMITTED NJ, PA  
TINA MARIE RICH  
OFFICE ADMINISTRATOR

**FREDDIE MAC**  
**PENNSYLVANIA**  
**DESIGNATED COUNSEL**

PLEASE RESPOND TO NEW JERSEY OFFICE

March 6, 2007

Sent via telefax #1-814-765-5915

Clearfield County Sheriff's Office  
Clearfield County Courthouse  
1 North Second Street-Suite 116  
Clearfield, PA 16830  
ATTN: Cindy

Re: Household Finance Consumer Discount Co.  
vs.  
Robert C. Hallman  
Clearfield County C.C.P. No. 06-1548-CD  
Premises: 205 Lingle Street, Osceola Mills, PA 16666  
SS Date: May 4, 2007

Dear Cindy:

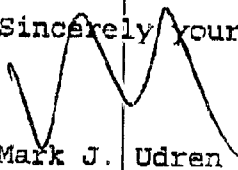
Please Stay sheriff's Sale scheduled for May 4, 2007.

Sale is stayed for the following reason:

Defendant(s) filed Chapter 7 Bankruptcy on March 5, 2007 in the Western District (Johnstown, PA). Case number #07-70217.

Thank you for your attention to this matter.

Sincerely yours,

  
Mark J. Udren  
UDREN LAW OFFICES, P.C.

/hac