

06-1548-CD

Household Fin. Vs Robert C. Hallman

2006-1548-CD
Household Finance vs Robert Hallman

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. *06-1548-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
Oct. 27, 2006 Document 814-765-2641, ext. 5982
Reinstated/Reissued to Sheriff/Attorney
for service.

bill
Deputy Prothonotary

FILED Atty pd. 85.00
10/11/2006
SEP 25 2006 ICC Shff
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 asentir una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE 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. Meholic
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.



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 TrcziyuIny Streets; thence in 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 TrcziyuIny 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 TrcziyuIny Street; thence along the Northerly line of TrcziyuIny 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 28th 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)

Station: View8 - 07/14/2005 1:52:56 PM

CLEARFIELD COUNTY

Inst.# 200311549 - Page 2

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 INMEDIATAMENTE 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 08003-3629**

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/Servicer:	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.

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

osceola Defendants

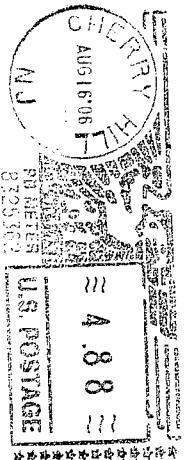
Udren Law Offices, PC
Woodcrest Corporate Center
111 Woodcrest Road
Suite 200
Cherry Hill, NJ 08003



PLACE STICKER AT TOP OF ENVELOPE TO THE RECIPIENT

Robert C. Hallman
205 Lingle Street
Osceola Mills PA 16666

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 63
Certified Fee	240
Return Receipt Fee (Endorsement Required)	18
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 488
Postmark Here	
Sent To <i>Robert C. Hallman</i> Street, Apt. No.; or PO Box No. <i>205 Lingle Street</i> City, State, ZIP+4 <i>Osceola Mills PA 16666</i>	
PS Form 3800, June 2002	
See Reverse for Instructions	



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:

1. Article Addressed to

Robert Hallman
205 single Street
Oscoda MI 48750

COMPLETE THIS SECTION ON DELIVERY

B. Received by (Printed Name)		C. Date of Delivery
<input type="checkbox"/> Agent <input type="checkbox"/> Addl.		
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No		

|| YES, after delivery address ||

2. Article Number 7006 0100 0005 3898 4768
Transfer from service lab

Transfer from service labour

BS Form 3811 - February 2004

Domestic Return Receipt

102595-02-M-1340

Certified Mail Providers:

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.

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BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
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856-669-5400

ATTORNEY FOR PLAINTIFF

Household Finance Consumer
Discount Co.

Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.
Robert C. Hallman

NO. 06-1548-CD

Defendant(s)

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
1CC Atty
1Compl.
Reinstated
to Shif
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 NO CC
M 105304
DEC 12 2006 (6)

William A. Shaw
Prothonotary/Clerk of Courts

VERIFICATION

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. 28th 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
9:20 AM
DEC 14 2006
by Marilyn Harris

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 J. Udren
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 asentear 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 dafiene, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE 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

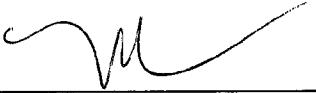
* This interest rate is subject to adjustment as more fully set forth in the Note and Mortgage.

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.



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 Trcziyulny 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 Trcziyulny 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 Trcziyulny Street; thence along the Northerly line of Trcziyulny 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 28th 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)

Station: View8 - 07/14/2005 1:52:56 PM

CLEARFIELD COUNTY

Inst# 200311549 - Page 2

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/Servicer:	<u>HSBC</u>
Address:	<u>636 Grand Regency Blvd.</u>
Phone Number:	<u>Brandon FL 33510</u>
Fax Number:	<u>(800) 333-7023</u>
Contact Person:	<u>N/A</u>
	<u>Customer Service</u>

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.

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

Quebecen Deferrals

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



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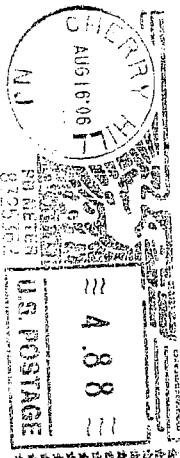
OFFICIAL USE	
Postage	\$ 4.03
Certified Fee	2.00
Return Receipt Fee (Endorsement Required)	1.00
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.08

Postmark
Here

Sent To Robert C. Hallman
Street, Apt. No.; 205 Lingle Street
or PO Box No. 1044
City, State, ZIP+4 Osceola Mills PA 16666

PS Form 3800, June 2002

See Reverse for Instructions



Robert C. Hallman
205 Lingle Street
Osceola Mills PA 16666

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.

COMPLETE THIS SECTION ON DELIVERY

A. Signature		X	
B. Received by (Printed Name)		C. Date of Delivery	
D. Is delivery address different from item 1? If YES, enter delivery address below:		<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>4. Restricted Delivery? (Extra Fee)</p> <p><input type="checkbox"/> Yes</p> <p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>			

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

Household Finance Consumer Discount Co.

Plaintiff

v.

Robert C. Hallman

Defendant

ATTORNEY FOR PLAINTIFF

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 10:50 AM
JAN 18 2007
GK

William A. Shaw
Prothonotary/Clerk of Courts

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

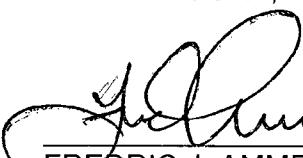
HOUSEHOLD FINANCE CONSUMER DISCOUNT CO., *
Plaintiff *

vs. * NO. 06-1548-CD
ROBERT C. HALLMAN, *
Defendant *

O R D E R

NOW, this 19th 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 2c Atty Udn on
03:50pm JAN 19 2007 ICC to Doseis in
JAN 19 2007 Judge Ammerman's
Office to SERVE Shft
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:
1cc Doris 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

Household Finance Consumer Discount Co.

Plaintiff

v.

Robert C. Hallman

Defendant

ATTORNEY FOR PLAINTIFF

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/10/50/04 NO
JAN 18 2007
GK

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 Praeclipe 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. Meholic
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 SUFFICIENTE 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 ASSISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL
LAWYER REFERRAL SERVICE
David S. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
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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.

[Handwritten Signature]
/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

MARK J. UDREN*
STUART WINNEG**
GAYL SPIVAR 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

CHERRY HILL, NEW JERSEY 08003-3620
856 . 669 . 5400
FAX: 856 . 669 . 5399

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

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 Praeclipe for Judgment in the enclosed stamped self addressed envelope.

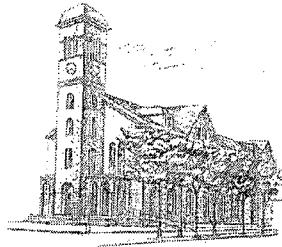
Please advise promptly if there are any problems in this regard.

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

07/3/2007
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 Marilyn Hark*
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 Atypd.
m12/39/07 20:00
JAN 31 2007

Notice to
William A. Shaw Def.
Prothonotary/Clerk of Courts

Statement
to Atty

(68)

**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	
TOTAL	<u>\$79,604.72</u>

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

PRO PROTHY

William A. Shaw

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

Household Finance Consumer Discount Co.
Plaintiff

ATTORNEY FOR 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

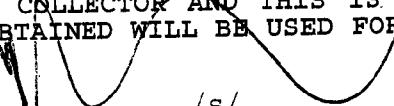
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT 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. Meholic
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 SUFFICIENTE 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 ASSISTENCIA LEGAL.

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LAWYER REFERRAL SERVICE
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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

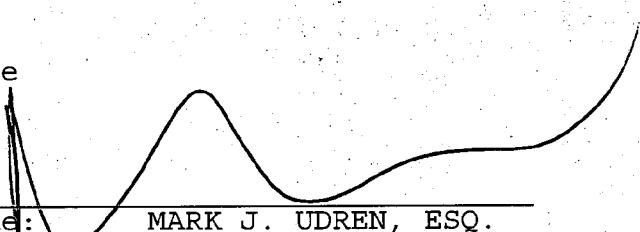
: SS

COUNTY OF CAMDEN

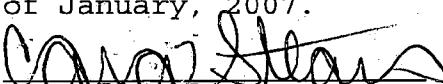
: :

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 29th 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

NOTICE

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

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.

Colleen Shan 1/31/07
Prothonotary

- 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)

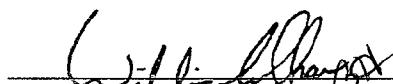
Entry: \$20.00

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

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

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 06-1548-CD

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 NOCC
M 1057824
MAR 08 2007 (60)

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 *Any pd. 20.00*

m/24/07
JAN 31 2007

100+ lewits
w/prop descr. to

Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

6K

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

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
- 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.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

Robert C. Hallman
Defendant(s)

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 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. Uren, 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

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) **\$**

1. *Prothonotary*

By W. H. Morgan
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 Trcziyuulny 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 Trcziyuulny 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 Trcziyuulny Street; thence along the Northerly line of Trcziyuulny 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 28th 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 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.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County
MORTGAGE FORECLOSURE

Robert C. Hallman
Defendant(s)

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 1cc & 6 warrants
MAY 02 2007 w/prop-descr.
to Sheriff

William A. Shaw
Prothonotary/Clerk of Courts
Atty pd 20.00
GR

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.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

Robert C. Hallman

Defendant(s)

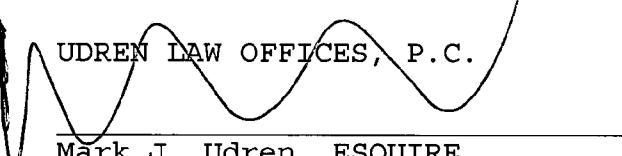
NO. 06-1548-CD

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
- 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.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County
MORTGAGE FORECLOSURE

Robert C. Hallman
Defendant(s)

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

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Osceola Mills, PA 16666

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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:

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None

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Name Address

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Consumer Discount Co. Depew, NY 14043

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

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Name _____ Address _____

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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:

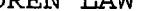
Name _____ Address _____

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.


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.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

Robert C. Hallman
Defendant(s)

NO. 06-1548-CD

WRIT OF EXECUTION

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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)

\$ 150.00

Prothonotary costs

By Willie L. Hallman
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

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BEGINNING at the Northeasterly corner of Lingle and Trcziyulny 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 Trcziyulny 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 Trcziyulny Street; thence along the Northerly line of Trcziyulny 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.

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

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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 11.2007
JUL 30 2007
W.M.

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 Praecept 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

Household Finance Consumer Discount
Co.

Plaintiff

v.

Robert C. Hallman
Defendant(s)

ATTORNEY FOR PLAINTIFF

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

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insure d Value	Check appropriate block for Registered Mail:			Postmark and Date of Receipt	Rst. Del. Fee Remarks
								<input type="checkbox"/> Registered Insured	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Int'l Recorded Del.		
1		UDREN LAW OFFICES, P.C. 111 WOODCREST ROAD, SUITE 200 CHERRY HILL, NJ 08003 ATTN: Angelina L. Cruz						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2		HOUSEHOLD FINANCE CONSUMER DISCOUNT CO. 2929 WALDEN AVENUE DEPEW NY 14043						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3		PHFA 211 NORTH FRONT STREET PO BOX 15628 PO BOX 15628 HARRISBURG, PA 17101 REAL ESTATE TAX DEPT. 1 NORTH SECOND STREET SUITE 116 CLEARFIELD, PA 16830						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4		DOMESTIC RELATIONS SECTION 1 NORTH SECOND SUITE 116 CLEARFIELD, PA 16830						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
5		COMMONWEALTH OF PA DEPARTMENT OF REVENUE BUREAU OF COMPLIANCE PO BOX 281230						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
6		TENANTS/OCCUPANTS 205 LINGLE STREET OSCEOLA MILLS, PA 16666						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
9								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
10								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
11								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
12								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
13								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
14								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
15								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Total number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)	The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of non-bailable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable for Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels.									

PS Form 3877, February 1994

Form Must be Completed by Typewriter, Ink or Ball Point Pen

Robert C. Hallman; #06080087 (Clearfield)

8/3/07

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

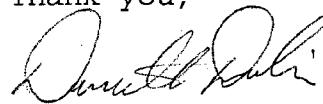
RE: Household Finance Consumer Discount Co.

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
5/2/07 at residence by
Wendy Jo Terri Meyer -
Girlfriend C.A.

EX-1157

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, DEFENDANT, AT HIS RESIDENCE 159 ELDERBERRY LANE, OSECOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA 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
01:35 PM
AUG 17 2007
WAS
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

So Answers,

____ Day of _____ 2007


Chester A. Hawkins
Sheriff

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 Trcziyulny 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 Trcziyulny 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 Trcziyulny Street; thence along the Northerly line of Trcziyulny 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 28th 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:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR SERVICE	15.00	DEBT-AMOUNT DUE	79,604.72
MILEAGE	15.00	INTEREST @ 22.8900 %	4,234.65
LEVY	19.40	FROM 01/30/2007 TO 08/03/2007	
MILEAGE	15.00	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	4.92	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	20.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE		ESCROW DEFICIENCY	
DEED	30.00	PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE		MISCELLANEOUS	
ADD'L LEVY			
BID AMOUNT	1.00	TOTAL DEBT AND INTEREST	\$83,859.37
RETURNS/DEPUTIZE			
COPIES	15.00	COSTS:	
	5.00	ADVERTISING	512.98
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	831.44
CONTINUED SALES		TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
TOTAL SHERIFF COSTS	\$224.72	LIEN SEARCH	100.00
DEED COSTS:		ACKNOWLEDGEMENT	5.00
ACKNOWLEDGEMENT	5.00	DEED COSTS	30.50
REGISTER & RECORDER	30.50	SHERIFF COSTS	224.72
TRANSFER TAX 2%	0.00	LEGAL JOURNAL COSTS	180.00
TOTAL DEED COSTS	\$30.50	PROTHONOTARY	152.00
		MORTGAGE SEARCH	40.00
		MUNICIPAL LIEN	
		TOTAL COSTS	\$2,076.64

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

013-48304
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
by *Arthea Butler-Alphonse*
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 Discount Co.	Finance Consumer Plaintiff v. Robert C. Hallman Defendant(s)	COURT OF COMMON PLEAS CIVIL DIVISION Clearfield County MORTGAGE FORECLOSURE NO. 06-1548-CD
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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 Willie M. Mays
Prothonotary
Clerk

Date 1/31/07

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

Chester A. Hawkins

By Cynthia Butler - Deponent

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

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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 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:		PLAINTIFF COSTS, DEBT AND INTEREST:	
RDR SERVICE	15.00	DEBT-AMOUNT DUE	79,604.72
MILEAGE	19.40	INTEREST @ 22.8900	(16,771,640.
LEVY	15.00	FROM 01/30/2007 TO	
MILEAGE	19.40	ATTORNEY FEES	
POSTING	15.00	PROTH SATISFACTION	
CSDS	10.00	LATE CHARGES AND FEES	
COMMISSION	0.00	COST OF SUIT-TO BE ADDED	
POSTAGE	4.68	FORECLOSURE FEES	
HANDBILLS	15.00	ATTORNEY COMMISSION	
DISTRIBUTION	25.00	REFUND OF ADVANCE	
ADVERTISING	15.00	REFUND OF SURCHARGE	20.00
ADD'L SERVICE		SATISFACTION FEE	
DEED		ESCROW DEFICIENCY	
ADD'L POSTING		PROPERTY INSPECTIONS	
ADD'L MILEAGE		INTEREST	
ADD'L LEVY		MISCELLANEOUS	
BID/SETTLEMENT AMOUNT		TOTAL DEBT AND INTEREST	(\$16,692,015.62)
RETURNS/DEPUTIZE			
COPIES	15.00	COSTS:	
	5.00	ADVERTISING	0.00
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	
CONTINUED SALES		TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
TOTAL SHERIFF COSTS	\$178.48	LIEN SEARCH	
		ACKNOWLEDGEMENT	
DEED COSTS:		DEED COSTS	0.00
ACKNOWLEDGEMENT		SHERIFF COSTS	178.48
REGISTER & RECORDER		LEGAL JOURNAL COSTS	0.00
TRANSFER TAX 2%	0.00	PROTHONOTARY	132.00
TOTAL DEED COSTS	\$0.00	MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		TOTAL COSTS	\$310.48

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

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

PENNSYLVANIA OFFICE
215-568-9500

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.

/hæs