

06-1818-CD  
First Horizon vs George Kopchik et al

2006-1818-CD  
First Horizon vs George Kopchik et al

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

FIRST HORIZON HOME LOAN  
CORPORATION,

Plaintiff

vs.

George Kopchik; Christina Kopchik;

Defendant(s).

I Hereby certify that the last known address  
of Defendant(s) is/are:

721 Powell Street  
Hawk Run, PA 16840

  
\_\_\_\_\_  
Attorney for Plaintiff

CIVIL DIVISION

No.: 06-1818-CD

ISSUE NUMBER:

TYPE OF PLEADING:

**PRAECIPE FOR DEFAULT JUDGMENT**  
(Mortgage Foreclosure)

FILED ON BEHALF OF:

FIRST HORIZON HOME LOAN  
CORPORATION  
Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

ZUCKER, GOLDBERG & ACKERMAN,  
LLC  
Scott A. Dietterick, Esquire  
Pa I.D.# 55650  
Kimberly A. Bonner, Esquire  
Pa I.D. #89705  
Richard P. Haber, Esquire  
Pa I.D. #202567

200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
(908) 233-8500  
Atty File No.: XCP-80503

pa 20.00 Atty  
**FILED** Notice to  
m/2:05 pm defcs  
JUN 21 2007  
William A. Shaw  
Prothonotary/Clerk of Courts  
S Statement to  
Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST HORIZON HOME LOAN : CIVIL DIVISION  
CORPORATION : NO.: 06-1818-CD  
Plaintiff, :  
vs. :  
George Kopchik; Christina Kopchik; :  
Defendant(s). :  
:

**PRAECIPE FOR DEFAULT JUDGMENT**

TO: PROTHONOTARY

SIR/MADAM:

Please enter a default judgment in the above-captioned case in favor of Plaintiff and against Defendant(s), George Kopchik, Jr. and Christina Kopchik, in the amount of \$71,202.35 which is itemized as follows for failure to file an Answer:

Principal	\$63,204.31
Interest through 06/15/2007	\$4,184.16
Attorneys' Fees	\$1,250.00
Title Search & Costs	\$2,500.00
Late Charges	\$ 63.88
<b>Total</b>	<b>\$71,202.35</b>

plus interest on the principal sum (\$63,204.31) from June 15, 2007, at the rate of \$11.04 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

By:   
Scott A. Dietterick, Esquire; PA I.D. #55650  
Kimberly A. Bonner, Esquire; PA I.D. #89705  
Richard P. Haber, Esquire; PA I.D. #202567  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
(908) 233-8500  
Atty File No.: XCP-80503

**AFFIDAVIT OF NON-MILITARY SERVICE**  
**AND CERTIFICATE OF MAILING OF NOTICE OF**  
**INTENT TO TAKE DEFAULT JUDGMENT**

COMMONWEALTH OF PENNSYLVANIA

SS:

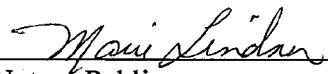
COUNTY OF DAUPHIN

Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Scott A. Dietterick, Esquire, attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that the Defendant is not in the military service of the United States of America to the best of his/her knowledge, information and belief and certifies that the Notice of Intent to take Default Judgment was mailed in accordance with Pa. R.C.P. 237.1, as evidenced by the attached copies.



Scott A. Dietterick, Esquire  
Kimberly A. Bonner, Esquire  
Richard P. Haber, Esquire

Sworn to and subscribed before me  
This 20<sup>th</sup> day of June, 2007

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

**MARIE LINDNER**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 10/10/2011**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST HORIZON HOME LOAN : CIVIL DIVISION  
CORPORATION : NO.: 06-1818-CD  
Plaintiff, :  
vs. :  
George Kopchik; Christina Kopchik; :  
Defendant.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: George Kopchik

( ) Plaintiff  
(X) Defendant  
( ) Additional Defendant

You are hereby notified that an Order, Decree or Judgment was entered in the  
above captioned proceeding on June 21, 2007.

( ) A copy of the Order or Decree is enclosed,  
or  
(X) The judgment is as follows: \$71,202.35

plus interest on the principal sum (\$63,204.31) from June 15, 2007, at the rate of \$11.04 per  
diem, plus additional late charges, and costs (including additional escrow advances), additional  
attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

William J. Shanahan  
Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST HORIZON HOME LOAN  
CORPORATION

CIVIL DIVISION

Plaintiff,

NO.: 06-1818-CD

vs.

George Kopchik; Christina Kopchik;

Defendant.

NOTICE OF ORDER, DECREE OR JUDGMENT

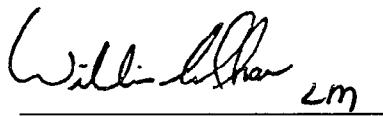
TO: Christina Kopchik

( ) Plaintiff  
(X) Defendant  
( ) Additional Defendant

You are hereby notified that an Order, Decree or Judgment was entered in the  
above captioned proceeding on June 21, 2007.

( ) A copy of the Order or Decree is enclosed,  
or  
(X) The judgment is as follows: \$ 71,202.35

plus interest on the principal sum (\$63,204.31) from June 15, 2007, at the rate of \$11.04 per  
diem, plus additional late charges, and costs (including additional escrow advances), additional  
attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

  
\_\_\_\_\_  
Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

**FIRST HORIZON HOME LOAN CORPORATION**

**CIVIL DIVISION**

vs.

Plaintiff,

**NO.: 06-1818-CD**

**George Kopchik**

Defendant.

**IMPORTANT NOTICE**

TO: **George Kopchik**  
**721 Powell Street**  
**Hawk Run, PA 16840**

DATE OF NOTICE: 12/9/2006

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**NOTICE TO DEFEND & LAWYER REFERRAL SERVICE**

**Clearfield County Courthouse**  
**Clearfield, PA 16830**  
**Phone (814) 765-2641, Ext. 5982**

**Pennsylvania Bar Association**  
**P.O. Box 186**  
**Harrisburg, PA 17108**  
**Phone (800) 692-7375**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST HORIZON HOME LOAN CORPORATION : CIVIL DIVISION

Plaintiff, : NO.: 06-1818-CD

vs.

George Kopchik

Defendant.

AVISO IMPORTANTE

TO: George Kopchik  
721 Powell Street  
Hawk Run, PA 16840

FECHA DEL AVISO:12/9/2006

USTED ESTA EN REBELDIA PORQUE HA FALLADO DE TOMAR LA ACCION REQUERIDA EN ESTE CASO. A MENOS QUE USTED Tome ACCION DENTRO DE LOS PROXIMOS DIEZ (10) DIAS DE LA FECHA DE ESTE AVISO, SE PUEDE DICTAR UN FALLO EN CONTRA SUYA SIN LLEVARSE A CABO UNA VISTA Y USTED PUEDE PERDER SU PROPIEDAD Y OTROS DERECHOS IMPORTANTES. USTED DEBE LLEVAR ESTE DOCUMENTO INMEDIATAMENTE A SU ABOGADO. SI USTED NO TIENDE UN ABOGADO O NO PUEDE PAGAR UNO, VAYA O LLAME LA OFICINA ABAJO INDICADA PARA QUE LE INFORMEN DONDE PUEDE CONSEGUIR AYUDA LEGAL.

NOTICE TO DEFEND & LAWYER REFERRAL SERVICE

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Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375

ZUCKER, GOLDBERG & ACKERMAN

BY: Scott A. Dietterick

Scott A. Dietterick, Esquire  
Attorneys for Plaintiff  
PA I.D. # 55650  
200 Sheffield Street, Suite 301  
P.O. Box 1024  
Mountainside, NJ 07092-0024  
(717) 533-3560

FIRST CLASS U.S. MAIL, POSTAGE PREPAID

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

**FIRST HORIZON HOME LOAN CORPORATION**

vs.  
Plaintiff,

CIVIL DIVISION

**George Kopchik**

NO.: **06-1818-CD**

Defendant.

**IMPORTANT NOTICE**

TO: **Christina Kopchik  
721 Powell Street  
Hawk Run, PA 16840**

DATE OF NOTICE: 12/9/2006

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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**Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

**FIRST HORIZON HOME LOAN CORPORATION** : **CIVIL DIVISION**

Plaintiff, : NO : 06-1818-CD

vs

George Kopchik

Defendant

## AVISO IMPORTANTE

TO: **Christina Kopchik**  
**721 Powell Street**  
**Hawk Run, PA 16840**

FECHA DEL AVISO:12/9/2006

usted esta en rebeldia porque ha fallado de tomar la accion requerida en este caso. a menos que usted tome accion dentro de los proximos diez (10) dias de la fecha de este aviso, se puede dictar un fallo en contra suya sin llevarse a cabo una vista y usted puede perder su propiedad y otros derechos importantes. usted debe llevar este documento inmediatamente a su abogado. si usted no tiene un abogado o no puede pagar uno, vaya o llame la oficina abajo indicada para que le informen donde puede conseguir ayuda legal.

NOTICE TO DEFEND & LAWYER REFERRAL SERVICE

**Clearfield County Courthouse  
Clearfield, PA 16830  
Phone (814) 765-2641, Ext. 5982**

**Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375**

ZUCKER, GOLDBERG & ACKERMAN

BY: Scott A. Dietterick  
Scott A. Dietterick, Esquire  
Attorneys for Plaintiff  
P.A.I.D. # 55650  
200 Sheffield Street, Suite 301  
P.O. Box 1024  
Mountainside, NJ 07092-0024  
(717) 533-3560

FIRST CLASS U.S. MAIL, POSTAGE PREPAID

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

DOCKET # 102105  
NO: 06-1818-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST HORIZON HOME LOAN CORPORATION  
vs.  
DEFENDANT: GEORGE KOPCHIK and CHRISTINA KOPCHIK

**SHERIFF RETURN**

---

NOW, November 17, 2006 AT 11:31 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON GEORGE KOPCHIK DEFENDANT AT 721 POWELL ST., HAWK RUN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GEORGE KOPCHIK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

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

DOCKET # 102105  
NO: 06-1818-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST HORIZON HOME LOAN CORPORATION  
vs.  
DEFENDANT: GEORGE KOPCHIK and CHRISTINA KOPCHIK

**SHERIFF RETURN**

---

NOW, November 17, 2006 AT 11:31 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CHRISTINA KOPCHIK DEFENDANT AT 721 POWELL ST., HAWK RUN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHRISTINA KOPCHIK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

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

First Horizon Home Loan Corporation  
Plaintiff(s)

No.: 2006-01818-CD

Real Debt: \$71,202.35

Atty's Comm: \$

Vs.

Costs: \$

George Kopchik  
Christina Kopchik  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 21, 2007

Expires: June 21, 2012

Certified from the record this June 21, 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST HORIZON HOME LOAN  
CORPORATION,

Plaintiff,

vs.

GEORGE KOPCHIK; CHRISTINA KOPCHIK;

Defendants.

TO: DEFENDANTS  
YOU ARE HEREBY NOTIFIED TO PLEAD TO THE  
ENCLOSED COMPLAINT WITHIN TWENTY (20) DAYS  
FROM SERVICE HEREOF OR A DEFAULT JUDGMENT MAY  
BE ENTERED AGAINST YOU.

I HEREBY CERTIFY THAT THE ADDRESS  
OF THE PLAINTIFF IS:  
AND THE DEFENDANT:  
721 Powell Street  
Hawk Run, PA 16840

CERTIFICATE OF LOCATION  
I HEREBY CERTIFY THAT THE LOCATION OF  
THE REAL ESTATE AFFE CTED BY THIS LIEN IS  
721 Powell Street, Hawk Run PA 16840  
Municipality: Morris

Scott A. Dietterick

ATTORNEY FOR PLAINTIFF

ATTY FILE NO.: XCP 80503

CIVIL DIVISION

NO.: 06-1818-CD

TYPE OF PLEADING

CIVIL ACTION - COMPLAINT  
IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF:  
FIRST HORIZON HOME LOAN  
CORPORATION

COUNSEL OF RECORD FOR THIS  
PARTY:

ZUCKER, GOLDBERG &  
ACKERMAN, LLC

Scott A. Dietterick, Esquire  
Pa. I.D. #55650  
Kimberly A. Bonner, Esquire  
Pa. I.D. #89705  
Richard P. Haber, Esquire  
Pa I.D. #202567

200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
(908) 233-8500  
(908) 233-1390 FAX  
office@zuckergoldberg.com  
File No.: XCP- 80503/ro

FILED Atty pd.  
10-04-01 85.00  
NOV 06 2006  
2CCShff

William A. Shaw  
Prothonotary/Clerk of Courts

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. §1692 ET SEQ. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF, IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

FIRST HORIZON HOME LOAN : CIVIL DIVISION  
CORPORATION, :  
Plaintiff, : NO.:  
vs. :  
GEORGE KOPCHIK; CHRISTINA :  
KOPCHIK; :  
Defendants.

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claim 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 SHOULD NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

NOTICE TO DEFEND & LAWYER REFERRAL SERVICE

NOTICE TO DEFEND

Clearfield County Courthouse  
Clearfield, PA 16830  
Phone (814) 765-2641, Ext. 5982

LAWYER REFERRAL

Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

FIRST HORIZON HOME LOAN : CIVIL DIVISION  
CORPORATION, :  
Plaintiff, : NO.:  
vs. :  
GEORGE KOPCHIK; CHRISTINA KOPCHIK; :  
Defendants. :  
:

AVISO

USTED HA SIDO DEMONDADO/A EN CORTE. Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro de los proximos veinte (20) dias despues de la notifacacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comperencencia escrita y redicanco en la Courte por escrito sus defensas de, y objeciones a, los demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero O propieded u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABAGADO IMMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO O NO PUEDE PAGARLE A UNO, LLAME A VAYA A LA SIGUEINTE OFICINA PARA AVERIGUAR DONDE PUEDE ENCONTRAR ASISTENCIA LEGAL.

**NOTICE TO DEFEND & LAWYER REFERRAL SERVICE**

NOTICE TO DEFEND

Clearfield County Courthouse  
Clearfield, PA 16830  
Phone (814) 765-2641, Ext. 5982

LAWYER REFERRAL

Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

FIRST HORIZON HOME LOAN	:	CIVIL DIVISION
CORPORATION,	:	
	:	NO.:
Plaintiff,	:	
	:	
vs.	:	
	:	
GEORGE KOPCHIK; CHRISTINA KOPCHIK;	:	
	:	
Defendants.	:	
	:	

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

And now comes FIRST HORIZON HOME LOAN CORPORATION, by its attorneys, Zucker, Goldberg & Ackerman, LLC, and files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff, FIRST HORIZON HOME LOAN CORPORATION, which has its principal place of business at 4000 Horizon Way, Irving, TX 75063.
2. The Defendants, George Kopchik and Christina Kopchik , are individuals whose last known address is 721 Powell Street, Hawk Run, PA16840.
3. On or about April 22, 2005, Defendants executed a Note in favor of Plaintiff in the original principal amount of \$64,000.00.
4. On or about April 22, 2005, as security for payment of the aforesaid Note, Defendants made, executed and delivered to Plaintiff a Mortgage in the original principal amount of \$64,000.00 on the premises hereinafter described, with said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on April 27, 2005, in Mortgage Book

Volume Instrument No. 200506122, Page . A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "A", attached hereto and made a part hereof.

5. Defendants are record and real owners of the aforesaid mortgaged premises.
6. Defendants are in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest when due.
7. On or about , Defendants were mailed a combined Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 and Notice of Intention to Foreclose Mortgage, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and Act 6 of 1974, 41 P.S. §101, et seq.

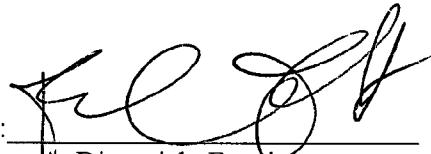
8. The amount due and owing Plaintiff by Defendants are as follows:

Principal	\$63,204.31
Interest through 11/01/2006	\$1,689.12
Late Charges	\$ 63.88
Attorneys' fees	\$1,250.00
Title Search and Costs	\$2,500.00
 TOTAL	 \$68,707.31

plus interest on the principal sum (\$63,204.31) from November 1, 2006, at the rate of \$11.04 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$68,707.31, with interest thereon at the rate of \$11.04 per diem from November 1, 2006, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

ZUCKER, GOLDBERG, & ACKERMAN

  
By: \_\_\_\_\_

Scott A. Dietterick, Esquire  
PA I.D. #55650  
Kimberly A. Bonner, Esquire  
P.A.I.D. #89705  
Richard P. Haber, Esquire  
P.A.I.D. #202567  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
XCP-80370  
(908) 233-8500; (908) 233-1390 FAX

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED  
WILL BE USED FOR THAT PURPOSE.

**EXHIBIT A**

Prepared By:  
**FIRST HORIZON HOME LOAN CORPORATION**  
4000 HORIZON WAY  
IRVING, TEXAS 75063

When Recorded Mail To:  
**Executive Closing Company, LLC**  
37 Bellefonte Avenue  
Suite 230  
Lock Haven, PA 17745  
Loan Number 0052948684

UPI Number: 124-Q-11-560-0000-3 124

[Space Above This Line For Recording Data] \_\_\_\_\_

MIN 100085200529486849	<b>MORTGAGE</b>	FHA Case No. 44-017-194645723
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THIS MORTGAGE ("Security Instrument") is given on APRIL 22, 2005. The mortgagor is **GEORGE KOPCHIK** and **CHRISTINA KOPCHIK** ("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. **FIRST HORIZON HOME LOAN CORPORATION** ("Lender") is organized and existing under the laws of THE STATE OF KANSAS, and has an address of **4000 HORIZON WAY, IRVING, TEXAS 75063**. Borrower owes Lender the principal sum of **SIXTY-FOUR THOUSAND AND 00/100ths Dollars** (U.S. \$64,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **MAY 1, 2035**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in **CLEARFIELD County, Pennsylvania**:  
**LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.**

Tax Parcel Identification Number: 124-Q-11-560-0000-3 124  
which currently has the address of 721 POWELL STREET

HAWK RUN \_\_\_\_\_, Pennsylvania 16840 \_\_\_\_\_ ("Property Address"):  
[City] \_\_\_\_\_ [Zip Code] \_\_\_\_\_  
GMD 0178 (499) Page 1 of 7 \_\_\_\_\_ Borrower Initials: GR CR \_\_\_\_\_

FHA Pennsylvania Mortgage

Morris Tp.

PARCEL NO. 1:

ALL that certain messuage or plot of land situate in the Village of Ashcroft, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING on Whitman Street on corner of line of Charles Ramsey; thence westward fifty two (52) feet to a corner of said Street; thence in a northerly direction two hundred and eight (208) feet to a corner; thence West, or nearly so, to a corner of Lot of Charles Ramsey, a distance of fifty two (52) feet; thence along said Lot two hundred and eight (208) feet to the place of beginning.

SUBJECT, nevertheless, to such express and/or implied exceptions, reservations, conditions, easements, covenants, restrictions, conveyances and limitations as are contained in all prior deeds.

PARCEL NO. 1 BEING the same premises granted and conveyed unto Mike Malenish and Anna Malenish, brother and sister, also known as Mike Malinich and Anna Malinich by Deed of Cristina Malenish, a widow, dated March 7, 1969 and recorded March 10, 1969 in Clearfield County Record Book 545, Page 409. The said Anna Malinich died February 24, 2003 thereby vesting fee simple interest in Mike Malinich as surviving joint tenant with right of survivorship. The said Mike Malinich died December 13, 2003 and Norman Malinich and William Malinich were appointed Co-Executors of the estate.

PARCEL NO. 2:

ALL that certain messuage tenement situate in the Village of Hawk Run, in the County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post corner of land of Louis Vandenberg on public road; thence by said public road, a distance of forty four (44) feet to a land of Peter LeGrande; thence by line of land of the said Peter LeGrande, a distance of two hundred and eighty (208) feet to Township Road; thence by Township Road to other lands of Louis Vandenberg, a distance of forty four (44) feet; thence by lands of the said Louis Vandenberg, a distance of two hundred and eight (208) feet to public road and the place of beginning.

SUBJECT, however, to all the reservations in removing the coal, fire clay and other minerals, in all prior deeds of record.

PARCEL NO. 2 BEING the same premises granted and conveyed unto Mike Malinich, a single person, and Ann Malinich, a single person, by Deed of Dennis W. Moriarty and Eva Moriarty, his wife, dated June 4, 1971 and recorded June 4, 1971 in Clearfield County Record Book 573, Page 651. The said Anna Malinich died 2-24-03 thereby vesting fee simple interest in Mike Malinich as surviving joint tenant with right of survivorship. The said Mike Malinich died December 13, 2003 and Norman Malinich and William Malinich were appointed Co-Executors of the estate.

GK CK

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

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

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

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

1. Payment of Debts.

BEING the same premises granted and conveyed unto George Kopchik, from Norman Malinich, Executor of the Estate of Mike Malinich, by deed dated 4/19/05 and recorded 4/21/05 in Clearfield County Instrument Number 200506121.

## EXHIBIT A

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

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

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

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

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance, and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Agriculture ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

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Borrower Initials: GR CK

FHA Pennsylvania Mortgage

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4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

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Borrower initials: GK CK

FHA Pennsylvania Mortgage

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If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

**9. Grounds for Acceleration of Debt.**

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including section 341(d) of the Geren-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does not occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

**10. Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and

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Borrower initials: JK CK

YRA Pennsylvania Mortgage

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reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

14. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, attorneys' fees and costs of this evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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

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

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

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

Adjustable Rate Rider

Condominium Rider

Second Home Rider

Balloon Rider

Planned Unit Development Rider

Other(s) (specify)

1-4 Family Rider

Biweekly Payment Rider

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Borrower Initials: GK

FHA Pennsylvania Mortgage

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By signing below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

## Winnipeg;

STATE OF PENNSYLVANIA  
COUNTY OF *Centre*

On this, the 22<sup>nd</sup> day of April, 2005, before me, the undersigned officer, personally appeared GEORGE KOPCHIK and CHRISTINA KOPCHIK, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I have this day set my hand and official seal.

**(Seal) COMMONWEALTH OF PENNSYLVANIA**

Howard Seal  
William R. Dawson, Notary Public  
Howard Twp., Centre County  
My Commission Expires Sept. 29, 2008

Title of Officer Major, Public  
My Commission Expires: 9-29-03  
Typed or printed name: Walter R. Davis

Member, PennyAvera Association of Realtors  
**CERTIFICATE OF RESIDENCE I, Dotie Haugh, do hereby certify that the correct  
address of the within-named lessee is 4606 HORIZON WAY, IRVING, TEXAS 75063, witness my hand  
this 22 day of April, 2003.**

1000 OF 1 AND 2

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### FIA Pennsylvania Motorplex

**VERIFICATION**

Kimberly A. Bonner, Esquire hereby states that she is attorney for PLAINTIFF in this matter, that Plaintiff is outside the jurisdiction of the court and or the Verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c) and that the statements made in the foregoing pleading in the Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of his knowledge, information and belief. Furthermore, it is the undersigned's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

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

Kimberly A. Bonner  
Kimberly A. Bonner, Esquire  
PA I.D. #89705

Dated: 11-3-06

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102105  
NO: 06-1818-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST HORIZON HOME LOAN CORPORATION  
vs.  
DEFENDANT: GEORGE KOPCHIK and CHRISTINA KOPCHIK

**SHERIFF RETURN**

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NOW, November 17, 2006 AT 11:31 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON GEORGE KOPCHIK DEFENDANT AT 721 POWELL ST., HAWK RUN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GEORGE KOPCHIK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

FILED  
9/2/15 LM  
FEB 08 2007

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102105  
NO: 06-1818-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST HORIZON HOME LOAN CORPORATION  
vs.  
DEFENDANT: GEORGE KOPCHIK and CHRISTINA KOPCHIK

**SHERIFF RETURN**

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NOW, November 17, 2006 AT 11:31 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CHRISTINA KOPCHIK DEFENDANT AT 721 POWELL ST., HAWK RUN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHRISTINA KOPCHIK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102105  
NO: 06-1818-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST HORIZON HOME LOAN CORPORATION

vs.

DEFENDANT: GEORGE KOPCHIK and CHRISTINA KOPCHIK

**SHERIFF RETURN**

---

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	ZUCKER	137382	20.00
SHERIFF HAWKINS	ZUCKER	137382	40.02

Sworn to Before Me This

So Answers,

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

  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

**PRAECIPE FOR WRIT OF EXECUTION (MORTGAGE FORECLOSURE)**

**FIRST HORIZON HOME LOAN**  
**CORPORATION**

Docket No.: 06-1818-CD

Plaintiff,

Execution No.:

vs.

**GEORGE KOPCHIK; CHRISTINA KOPCHIK**

Defendants.

To the Prothonotary of Clearfield County:

**ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER  
ON THE FOLLOWING DESCRIBED REAL ESTATE:**

See Exhibit "A" attached.

Amount Due	\$71,202.35
Interest from 06/21/2007 to date of sale	\$ 1,987.20
<b>Total</b>	<b>\$73,189.55 73,189.55 plus costs to be added</b>

Plus Costs (Costs to be added)

125.00 **Prothonotary costs**

ZUCKER, GOLDBERG & ACKERMAN, LLC

BY:

Scott A. Dieterick, Esquire; P.A.I.D. #55650  
Kimberly A. Bonner, Esquire; P.A.I.D. #89705  
Richard P. Haber, Esquire; P.A.I.D. #202567  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
File No.: XCP-80503  
(908) 233-8500; (908) 233-1390 FAX

Dated: July 10, 2007

**FILED**  
MJA:38301  
JUL 13 2007  
William A. Shaw  
Prothonotary/Clerk of Courts  
Atty Pd 2000  
ICC & 7  
writs w/prop.  
Deser. to Sheriff  
(GK)

## **LEGAL DESCRIPTION**

ALL THAT PARCEL OF LAND IN MORRIS TOWNSHIP, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN INSTRUMENT NUMBER 200506121, ID# 12Y-Q11-560-3, BEING KNOWN AND DESIGNATED AS:

BEGINNING ON WHITMAN STREET ON CORNER OF LINE OF CHARLES RAMEY; THENCE WESTWARD 52 FEET TO A CORNER ON SAID STREET; THENCE IN A NORTHERLY DIRECTION 208 FEET TO A CORNER; THENCE WEST, OR NEARLY SO, TO A CORNER OF LOT OF CHARLES RAMEY, A DISTANCE OF 52 FEET; THENCE ALONG SAID LOT 208 FEET TO THE PLACE OF BEGINNING.

Tax Parcel I.D.: 12Y-Q11-560-3

Address: 721 Powell Street, Hawk Run, PA 16840.

BEING the same premises which Norman Malinich, executor of the Estate of Michael Malinich (aka Mike Malinich aka Mike Malinish), by Deed dated April 22, 2005 and recorded April 27, 2005 in and for Clearfield County, Pennsylvania, in Deed Book Volume Instrument #: 200506121, Page , granted and conveyed unto George Kopchik and Christina Kopchik.

Exhibit "A"

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

FIRST HORIZON HOME LOAN  
CORPORATION,

Docket No.: 06-1818-CD

Plaintiff, Execution No.:

vs.

GEORGE KOPCHIK; CHRISTINA KOPCHIK

Defendants.

**AFFIDAVIT PURSUANT TO RULE 3129.1**

FIRST HORIZON HOME LOAN CORPORATION, Plaintiff in the above action, sets forth as of the date the Praecipe for Writ of Execution was filed the following information concerning the real property located at 721 Powell Street, Hawk Run, PA 16840.

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

GEORGE KOPCHIK A/K/A GEORGE KOPCHIK, JR. AND CHRISTINA KOPCHIK  
721 Powell Street  
Hawk Run, PA 16840

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

GEORGE KOPCHIK  
721 Powell Street  
Hawk Run, PA 16840

CHRISTINA KOPCHIK  
721 Powell Street  
Hawk Run, PA 16840

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

FIRST HORIZON HOME LOAN CORPORATION  
Plaintiff

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

**FIRST HORIZON HOME LOAN CORPORATION**  
Plaintiff

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

**CLEARFIELD COUNTY TAX CLAIM BUREAU**  
230 East Market Street  
Clearfield, PA 16830

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:

**COMMONWEALTH OF PENNSYLVANIA**  
DEPARTMENT OF WELFARE  
P.O. Box 2675  
Harrisburg, PA 17105

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:

**CLEARFIELD COUNTY DOMESTIC REALATIONS OFFICE**  
230 E. Market Street  
Suite 300  
Clearfield, PA 16830

**UNKNOWN TENANT OR TENANTS**  
721 Powell Street  
Hawk Run, PA 16840

**UNKNOWN SPOUSE**  
721 Powell Street  
Hawk Run, PA 16840

**PA DEPT. OF REVENUE- INHERITANCE TAX DIVISION**  
Dept. 280601  
Harrisburg, PA 17128-0601

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

ZUCKER, GOLDBERG & ACKERMAN, LLC

BY:

Dated: July 10, 2007

Scott A. Dietterick, Esquire; P.A.I.D. #55650  
Kimberly A. Bonner, Esquire; P.A.I.D. #89705  
Richard P. Haber, Esquire; P.A.I.D. #202567  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
File No.: XCP-80503  
(908) 233-8500; (908) 233-1390 FAX

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

FIRST HORIZON HOME LOAN  
CORPORATION,

Docket No.: 06-1818-CD

Plaintiff,

Execution No.:

vs.

GEORGE KOPCHIK; CHRISTINA KOPCHIK

Defendants.

**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:

See Exhibit "A" attached.

AMOUNT DUE	\$71,202.35
INTEREST from 06/21/2007 to date of sale	\$ 1,987.20
Total	\$73,189.55 73,189.55 plus costs to be added
(Costs to be added)	125.00 Prothonotary costs

Prothonotary:

By: Willie L. Blair  
Clerk

Date: 7/3/07

## **LEGAL DESCRIPTION**

ALL THAT PARCEL OF LAND IN MORRIS TOWNSHIP, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN INSTRUMENT NUMBER 200506121, ID# 12Y-Q11-560-3, BEING KNOWN AND DESIGNATED AS:

BEGINNING ON WHITMAN STREET ON CORNER OF LINE OF CHARLES RAMEY; THENCE WESTWARD 52 FEET TO A CORNER ON SAID STREET; THENCE IN A NORTHERLY DIRECTION 208 FEET TO A CORNER; THENCE WEST, OR NEARLY SO, TO A CORNER OF LOT OF CHARLES RAMEY, A DISTANCE OF 52 FEET; THENCE ALONG SAID LOT 208 FEET TO THE PLACE OF BEGINNING.

Tax Parcel I.D.: 12Y-Q11-560-3

Address: 721 Powell Street, Hawk Run, PA 16840.

BEING the same premises which Norman Malinich, executor of the Estate of Michael Malinich (aka Mike Malinich aka Mike Malinish), by Deed dated April 22, 2005 and recorded April 27, 2005 in and for Clearfield County, Pennsylvania, in Deed Book Volume Instrument #: 200506121, Page , granted and conveyed unto George Kopchik and Christina Kopchik.

Exhibit "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20622  
NO: 06-1818-CD

PLAINTIFF: FIRST HORIZON HOME LOAN CORPORATION  
vs.  
DEFENDANT: GEORGE KOPCHIK; CHRISTINA KOPCHIK

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 7/13/2007

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 1/14/2008

DATE DEED FILED NOT SOLD

**FILED**  
01/10/3861  
JAN 14 2008

William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

@ SERVED GEORGE KOPCHIK A/K/A GEORGE KOPCHIK, JR.

NOW, JULY 27, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR OCTOBER 5, 2007.

@ SERVED CHRISTINA KOPCHIK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20622  
NO. 06-1818-CD

PLAINTIFF: FIRST HORIZON HOME LOAN CORPORATION

vs.

DEFENDANT: GEORGE KOPCHIK; CHRISTINA KOPCHIK

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$50.00

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

*Chester A. Hawkins*  
by *Cynthia Bitter, Deffender*  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

FIRST HORIZON HOME LOAN  
CORPORATION,

Docket No.: 06-1818-CD

Plaintiff,

Execution No.:

vs.

GEORGE KOPCHIK; CHRISTINA KOPCHIK

Defendants.

**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:

See Exhibit "A" attached.

AMOUNT DUE	\$71,202.35
INTEREST from 06/21/2007 to date of sale	\$ 1,987.20
Total	<b>\$73,189.55 73,189.55 plus costs to be added</b>
(Costs to be added)	125.00      Prothonotary costs

Prothonotary:

By: William Shanahan  
Clerk

Date: 7/13/07

Received this writ this 13<sup>th</sup> day  
of July A.D. 2007  
At 8:00 A.M./P.M.

Chester A. Heeslin  
by Cynthia Butler, Deputy Clerk

## **LEGAL DESCRIPTION**

ALL THAT PARCEL OF LAND IN MORRIS TOWNSHIP, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN INSTRUMENT NUMBER 200506121, ID# 12Y-Q11-560-3, BEING KNOWN AND DESIGNATED AS:

BEGINNING ON WHITMAN STREET ON CORNER OF LINE OF CHARLES RAMEY; THENCE WESTWARD 52 FEET TO A CORNER ON SAID STREET; THENCE IN A NORTHERLY DIRECTION 208 FEET TO A CORNER; THENCE WEST, OR NEARLY SO, TO A CORNER OF LOT OF CHARLES RAMEY, A DISTANCE OF 52 FEET; THENCE ALONG SAID LOT 208 FEET TO THE PLACE OF BEGINNING.

Tax Parcel I.D.: 12Y-Q11-560-3

Address: 721 Powell Street, Hawk Run, PA 16840.

BEING the same premises which Norman Malinich, executor of the Estate of Michael Malinich (aka Mike Malinich aka Mike Malinish), by Deed dated April 22, 2005 and recorded April 27, 2005 in and for Clearfield County, Pennsylvania, in Deed Book Volume Instrument #: 200506121, Page , granted and conveyed unto George Kopchik and Christina Kopchik.

Exhibit "A"

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME GEORGE KOPCHIK A/K/A GEORGE KOPCHIK, JR.

NO. 06-1818-CD

NOW, January 14, 2008, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of George Kopchik; Christina Kopchik to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR SERVICE	15.00
MILEAGE	
LEVY	
MILEAGE POSTING	
CSDS	10.00
COMMISSION	0.00
POSTAGE	
HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$50.00</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	71,202.35
INTEREST @	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	1,987.20
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$73,229.55</b>

**COSTS:**

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	50.00
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$175.00</b>

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

CHESTER A. HAWKINS, Sheriff

LEONARD B. ZUCKER  
MICHAEL S. ACKERMAN  
JOEL ACKERMAN\*

RICHARD P. HABER\*\*  
FRANCES GAMBARDELLA  
TANEISHA J. INGRAM  
MILICA AFATOVICH  
BRIAN C. NICHOLAS\*\*  
STEVEN D. KROL

\*ALSO MEMBER OF NY, PA AND CA BAR  
\*\*ALSO MEMBER OF PA BAR  
\*\*\*ALSO MEMBER OF NY AND ME BAR  
\*\*\*\*MEMBER OF PA BAR ONLY

OF COUNSEL:  
SCOTT A. DIETTERICK, ESQ. \*\*\*  
KIMBERLY A. BONNER, ESQ. \*\*\*

**ZUCKER, GOLDBERG & ACKERMAN, LLC**  
ATTORNEYS AT LAW

200 SHEFFIELD STREET- SUITE 301  
P.O. BOX 1024  
MOUNTAINSIDE, NJ 07042-0024

TELEPHONE: 908-233-8500  
FACSIMILE: 908-233-1390  
E-MAIL: [office@zuckergoldberg.com](mailto:office@zuckergoldberg.com)

E-mail payoffs/reinstatement figures  
Please send your request to: [zucker@zuckergoldberg.com/pr](mailto:zucker@zuckergoldberg.com)

REPLY TO NEW JERSEY ADDRESS

FOUNDED IN 1923  
AS ZUCKER & GOLDBERG

MAURICE J. ZUCKER (1918-1979)  
LOUIS D. GOLDBERG (1923-1967)  
LEONARD H. GOLDBERG (1929-1979)  
BENJAMIN WEISS (1949-1981)

Pennsylvania Office:  
P.O. Box 650  
Hershey, PA 17033  
717-533-3560  
Fax: 717-533-3562

XCP-80503

July 27, 2007

*Via Fax & Regular Mail*  
*Fax No. 814-765-5915*

Office of the Sheriff of Clearfield County  
ATTN: REAL ESTATE DEPT.  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

Re: FIRST HORIZON HOME LOAN CORPORATION  
vs. George Kopchik, et al  
Premises: 721 Powell Street  
Hawk Run, PA 16840  
Docket No.: 06-1818-CD  
Sheriff #:

Dear Sir or Madam:

Please consider this correspondence a formal request to stay the sheriff sale in the above-referenced matter. The loan was reinstated in the amount of \$6,943.44. Please refund any excess from our advance or bill our office for any additional funds due.

Should you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

ZUCKER GOLDBERG & ACKERMAN

By: *Luciana Nizzardo*  
Foreclosure Sales Specialist

Inn  
cc: George Kopchik  
721 Powell Street  
Hawk Run, PA 16840  
Christina Kopchik  
721 Powell Street  
Hawk Run, PA 16840

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST HORIZON HOME LOAN  
CORPORATION,

CIVIL DIVISION

NO.: 06-1818-CD

Plaintiff,  
vs.

George Kopchik; Christina Kopchik

Defendants.

FILED pd \$7.00 Atty  
m/11:56am 1CC + 1Cert  
JUL 08 2009 of sat issued  
William A. Shaw to Atty  
Prothonotary/Clerk of Courts Dietterick

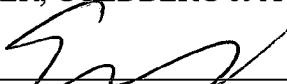
**PRAECIPE TO SATISFY JUDGMENT**

TO THE PROTHONOTARY:

Please mark the judgment filed at the above-captioned term and number satisfied without prejudice.

Respectfully submitted:

ZUCKER, GOLDBERG & ACKERMAN, LLC

BY: 

Dated: July 6, 2009

Scott A. Dietterick, Esquire; PA I.D. #55650  
Kimberly A. Bonner, Esquire; PA I.D. #89705  
Eric Santos, Esquire; PA I.D. #201493  
Joel A. Ackerman, Esquire; PA I.D. #202729  
Attorneys for Plaintiff  
XCP-80503/ka  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
(908) 233-8500; (908) 233-1390 FAX

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2006-01818-CD

First Horizon Home Loan Corporation

Debt: \$73,189.55

Vs.

Atty's Comm.:

George Kopchik  
Christina Kopchik

Interest From:

Cost: \$7.00

NOW, Wednesday, July 08, 2009 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 8th day of July, A.D. 2009.

William J. Shanahan  
Prothonotary