

06-1838-CD
First Tennessee vs. James Baldwin et al

First Tennessee et al vs James Baldwin et al
2006-1838-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST TENNESSEE BANK, N.A. d/b/a CIVIL DIVISION
FIRST HORIZON HOME LOAN
CORPORATION,

Plaintiff,

NO.: 2006-1838-CD

vs.

TYPE OF PLEADING

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,

**CIVIL ACTION - COMPLAINT
IN MORTGAGE FORECLOSURE**

Defendants.

FILED ON BEHALF OF:

First Tennessee Bank, N.A. d/b/a
First Horizon Home Loan Corporation,
Plaintiff
COUNSEL OF RECORD FOR THIS
PARTY:

Scott A. Dietterick, Esquire

Pa. I.D. #55650

TO: DEFENDANT(s)

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.

ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THE ADDRESS
OF THE PLAINTIFF IS:

607 Market Street, Suite 802
Knoxville, TN 37902

AND THE DEFENDANT(S):

123 Clearfield Street
Clearfield, PA 16830

ATTORNEY FOR PLAINTIFF

CERTIFICATE OF LOCATION

I HEREBY CERTIFY THAT THE LOCATION OF
THE REAL ESTATE AFFECTED BY THIS LIEN IS
123 Clearfield Street, Clearfield, PA 16830

ATTORNEY FOR PLAINTIFF

JAMES, SMITH, DIETTERICK &
CONNELLY LLP

P.O. Box 650
Hershey, PA 17033

(717) 533-3280

FILED

11 1:26 P.M. 2 CC TO SHERIFF
NOV 08 2006

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 TENNESSEE BANK, N.A. d/b/a
FIRST HORIZON HOME LOAN
CORPORATION,

Plaintiff,

vs.

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,

Defendants.

CIVIL DIVISION

NO.:

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

David S. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
Phone (814) 765-2641 ext 5982

LAWYER REFERRAL SERVICE

Pennsylvania Lawyer Referral Service
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 TENNESSEE BANK, N.A. d/b/a
FIRST HORIZON HOME LOAN
CORPORATION,

Plaintiff,

vs.

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,

Defendants.

CIVIL DIVISION

NO.:

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 notificacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comperencia escrita y redicando 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

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST TENNESSEE BANK, N.A. d/b/a
FIRST HORIZON HOME LOAN
CORPORATION,

Plaintiff,

vs.

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,

Defendants.

CIVIL DIVISION

NO.:

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

And now comes First Tennessee Bank, N.A. d/b/a First Horizon Home Loan Corporation, by its attorneys, James, Smith, Dietterick & Connelly LLP, and files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is First Tennessee Bank, N.A. d/b/a First Horizon Home Loan Corporation with a principal business address of 607 Market Street, Suite 802, Knoxville, Tennessee 37902.
2. The Defendants, James L. Baldwin and Jacqueline L. Baldwin, are individuals whose last known address is 123 Clearfield Street, Clearfield, Pennsylvania 16830.
3. On or about May 26, 2004, Defendants executed a Note in favor of Plaintiff in the original principal amount of \$50,000.00. A true and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.
4. On or about May 26, 2004, as security for payment of the aforesaid Note, Defendants made, executed and delivered to Plaintiff a Mortgage in the original principal amount of \$50,000.00 on the premises hereinafter described, with said Mortgage being recorded in the

Office of the Recorder of Deeds of Clearfield County on June 16, 2004, in Mortgage Book Volume 2004, Page 09680. A true and correct copy of said Mortgage containing a description of the mortgaged premises is marked Exhibit "A", attached hereto and made a part hereof.

5. Defendants are the 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 September 26, 2006, 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. A true and correct copy of said Notices are marked Exhibit "C, attached hereto and made a part hereof.

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

Principal	\$ 46,168.01
Interest through 11/6/2006	\$ 1,165.47
Late Charge	\$ 104.90
Appraisal Fees	\$ 100.00
Attorneys' fees	\$ 1,350.00
Court, Sheriff & Title Costs	\$ <u>2,500.00</u>
TOTAL	\$51,388.38

plus interest on the principal sum (\$46,168.01) from November 6, 2006, at the rate of \$7.33 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 \$51,388.38, with interest thereon at the rate of \$7.33 per diem from November 6, 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

JAMES, SMITH, DIETTERICK, & CONNELLY LLP

BY: 

Scott A. Dietterick, Esquire

Attorneys for Plaintiff

PA I.D. # 55650

P.O. Box 650

Hershey, PA 17033

(717) 533-3280

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

EXHIBIT "A"

NOTE

May 26th, 2004

[Date]

ROCKY HILL,

[City]

CONNECTICUT

[State]

123 CLEARFIELD STREET, CLEARFIELD, PA 16830

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 50,000.00 plus interest, to the order of the Lender. The Lender is FIRST HORIZON HOME LOAN CORPORATION

(this amount is called "Principal").

I will make all payments under this Note in the form of cash, check or money order. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.920 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month. I will make my monthly payment on the 1st day of each month beginning on August 1st, 2004. I will

make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on July 1st, 2019, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. BOX 146 MEMPHIS, TN 38101

or at a different place if required by the Note Holder

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 419.78

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

MULTISTATE FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

LS110-SN 102071

Form 3200 1/01

VMP MORTGAGE FORMS • (800)521-7291

Page 1 of 3

Initials

JLB JLB



5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

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UND-5N (0207)


10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

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

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED


JAMES L. BALDWIN (Seal)
-Borrower


JACQUELINE L. BALDWIN (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

0048855340

WMD-SN (0707)

PREPAYMENT PENALTY ADDENDUM TO NOTE

THIS PREPAYMENT PENALTY ADDENDUM TO NOTE is made this 26th day of May 2004 and is incorporated into and shall be deemed to amend and supplement the Note made by the undersigned (the "Borrower"), in favor of FIRST HORIZON HOME LOAN CORPORATION (the "Lender") and dated the same date as this Addendum (the "Note"). The Note is secured by a security instrument, as modified or amended in favor of Lender dated the 26th day of May 2004 (the "Security Instrument").

ADDITIONAL COVENANTS In addition to the covenants and agreements made in the Note, Borrower and Lender further covenant and agree as follows:

Any provisions of said Note, or other such instruments executed in connection with said indebtedness which are inconsistent with the provisions of this Addendum, including, but not limited to, monthly payments of principal and interest, maturity date and notice to the Borrower are hereby amended or negated to the extent necessary to conform such instruments to the provisions of this Addendum.

The final Note payment shall be due and payable on July 1st, 2019

The following notice is given to the Borrower as part of this loan contract pursuant to Federal regulations:

4. BORROWER'S RIGHT TO PREPAY

PROVISIONS FOR PREPAYEMENT PENALTY

Consecutive monthly principal and interest installments of \$ 419.78 first due on the 1st day of August 2004. Such payments to continue until maturity when the remaining principal balance and any unpaid interest thereon shall be due and payable. In the event full or partial prepayment is made no prepayment penalty will be assessed

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Prepayment Penalty Addendum to Note.


Borrower JAMES L. BALDWIN


Borrower JACQUELINE L. BALDWIN

Borrower _____

Borrower _____

Borrower _____

Borrower _____

Borrower _____

Borrower _____

0048855340

Allonge to Note

For valuable consideration, the undersigned hereby endores to:

FIRST TENNESSEE BANK, NA

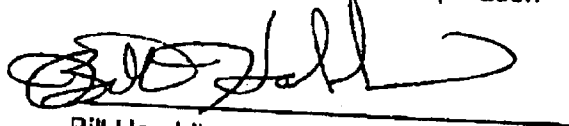
All of his/her rights, title and interest in and to the attached Note dated 5/26/2004
In the amount of \$50,000.00

Executed by JAMES L BALDWIN
JACQUELINE L BALDWIN

Said Note is secured by a Mortgage/Deed of Trust of the same date on real
property located at:

123 CLEARFIELD STREET
CLEARFIELD, PA. 16830

First Horizon Home Loan Corporation



Bill Hamblin
Div. Admin. Officer

EXHIBIT “B”

Prepared By:

FIRST HORIZON HOME LOAN CORPORATION

5901 COLLEGE BOULEVARD, 3RD FLOOR
OVERLAND PARK, KS 66211

Return To:



BALDWIN, JAMES L

Record and Return To:
Integrated Loan Services
27 Inwood Road
Rocky Hill, CT 06867

Parcel Number:

[Space Above This Line For Recording Data]

MORTGAGE

0048855340

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated **May 26th, 2004** together with all Riders to this document.

(B) "Borrower" is
**JAMES L BALDWIN &
JACQUELINE L BALDWIN , Husband & Wife**

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **FIRST HORIZON HOME LOAN CORPORATION**

Lender is a **CORPORATION**

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP - 6(PA) (0008)

Page 1 of 16

Initials: *JLB*

VMP MORTGAGE FORMS - (800)521-7291

Form 3039 1/01



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JLB

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organized and existing under the laws of **THE STATE OF KANSAS**
Lender's address is **4000 HORIZON WAY, IRVING, TX 75063**

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **MAY 26th, 2004**

The Note states that Borrower owes Lender

FIFTY THOUSAND & 00/100

(U.S. \$ **50,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **JULY 1, 2019**

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

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

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

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

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

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

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

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

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

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

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

0048855340

224D-B(PA) (0008)

Page 2 of 16

Initials: *JPB*

Form 3039 1/01

JCB

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Clearfield

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]:

Being the same property conveyed and described in a Deed recorded among the land records of the County set forth above:

Deed recorded in BOOK 1374 PAGE 420
PARCEL ID K08-209-20

Clearview Boro

which currently has the address of

123 CLEARFIELD STREET

CLEARFIELD

("Property Address"):

[City], Pennsylvania 16830

[Street]

[Zip Code]

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."

0048855340

IMP-5(PA) (0008)

Page 3 of 18

Initials: *JSB*

Form 3039 1/01

JLB

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

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

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

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

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

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

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

Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Handwritten signature]

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

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

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

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

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

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

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

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

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

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

Witnesses:

James L Baldwin (Seal)
JAMES L BALDWIN -Borrower

Jacqueline L Baldwin (Seal)
JACQUELINE L BALDWIN -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

0048855340

 -6(PA) (0008)

Certificate of Residence

I, _____, do hereby certify that
the correct address of the within-named Mortgagee is
4000 HORIZON WAY, IRVING, TX 75063
Witness my hand this 26th day of May, 2004

J. Belmont

Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

CLEARFIELD

County ss:

On this, the 26th day of May, 2004, before me, the undersigned officer, personally appeared

JAMES L BALDWIN & JACQUELINE L BALDWIN

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires: 03/11/07



Robert Scott Ames
Notary Public
Title of Officer

EXHIBIT “C”

James L. Baldwin
123 Clearfield Street
Clearfield, PA 16830

September 26, 2006

Via Certified Mail –
Return Receipt Requested
Regular U.S. Mail

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.

HOMEOWNER'S NAME(S): James L. Baldwin and Jacqueline L. Baldwin
PROPERTY ADDRESS: 123 Clearfield Drive, Clearfield, PA 16830
LOAN ACCT. NO.: 80219599
ORIGINAL LENDER: First Horizon Home Loan Corporation
CURRENT LENDER/SERVICER: First Tennessee Bank National Association

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 YOU 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 you 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: 123 Clearfield Drive, Clearfield, PA 16830 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: monthly payments of \$419.78 for the months of June 2006 through September 2006 for a total monthly payment amount of \$1,679.12.

Other Charges: Additional costs in the amount of \$175.00.

TOTAL AMOUNT PAST DUE: \$1,854.12

HOW TO CURE 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 \$ 1,854.12, 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:

Scott A. Dietterick, Esquire
James, Smith, Dietterick & Connelly LLP
P.O. Box 650
Hershey, PA 17033

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 **foreclosure 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.

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 have 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 six (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: First Tennessee Bank National Association

Address: 607 Market Street, Suite 802, Knoxville, TN 37902

Phone Number: 1-800-971-3275

Fax Number: 865-633-2434

Contact Person: Collections Department

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 or XXX may not sell or 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.

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

CCCS of Northeastern PA

202 W. Hamilton Avenue
State College, PA 16801
(814) 238-3668

CCCS of Western PA

219-A College Park Plaza
Johnstown, PA 15904
888-511-2227

CCCS of Western PA, Inc.

217 E. Plank Road
Altoona, PA 16602
888-511-2227

Indiana Co. Community Action Program

827 Water Street
Box 187
Indiana, PA 15701
(724) 465-2657

Keystone Economic Development Corp.

1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556

In accordance with the Fair Debt Collection Practices Act, Title 15 U.S.C. §1692(g), you may dispute the validity of this debt, or any portion thereof, if you do so in writing within thirty (30) days after receipt of this notice. If you dispute the validity of this debt or any portion thereof within this thirty-day period, this firm will provide you with written verification thereof, otherwise the debt will be assumed to be valid. Please be advised this is an effort to collect a debt. Any and all information obtained will be used for that purpose.

Sincerely,



Scott A. Dietterick, Esquire
SAD/clb

Jacqueline L. Baldwin
123 Clearfield Street
Clearfield, PA 16830

September 26, 2006

Via Certified Mail –
Return Receipt Requested
Regular U.S. Mail

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.

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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.

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James, Smith, Dietterick & Connelly LLP
P.O. Box 650
Hershey, PA 17033

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OTHER LENDER REMEDIES – The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

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 have 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 six (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: First Tennessee Bank National Association

Address: 607 Market Street, Suite 802, Knoxville, TN 37902

Phone Number: 1-800-971-3275

Fax Number: 865-633-2434

Contact Person: Collections Department

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 or XXX may not sell or 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.

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

CCCS of Northeastern PA

202 W. Hamilton Avenue
State College, PA 16801
(814) 238-3668

CCCS of Western PA

219-A College Park Plaza
Johnstown, PA 15904
888-511-2227

CCCS of Western PA, Inc.

217 E. Plank Road
Altoona, PA 16602
888-511-2227

Indiana Co. Community Action Program

827 Water Street
Box 187
Indiana, PA 15701
(724) 465-2657

Keystone Economic Development Corp.

1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556

In accordance with the Fair Debt Collection Practices Act, Title 15 U.S.C. §1692(g), you may dispute the validity of this debt, or any portion thereof, if you do so in writing within thirty (30) days after receipt of this notice. If you dispute the validity of this debt or any portion thereof within this thirty-day period, this firm will provide you with written verification thereof, otherwise the debt will be assumed to be valid. Please be advised this is an effort to collect a debt. Any and all information obtained will be used for that purpose.

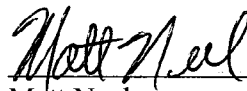
Sincerely,



Scott A. Dietterick, Esquire
SAD/clg

VERIFICATION

I, Matt Neel, Foreclosure Specialist, for First Tennessee Bank, N.A., depose and say subject to the penalties of 18 Pa.C.S.A., sec. 4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of my information, knowledge and belief.

A handwritten signature in cursive script that reads "Matt Neel". The signature is written in dark ink and is positioned above a horizontal line.

Matt Neel
Foreclosure Specialist

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

FIRST TENNESSEE BANK, N.A.
d/b/a FIRST HORIZON HOME LOAN
CORPORATION,
Plaintiff

vs.

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,
Defendants

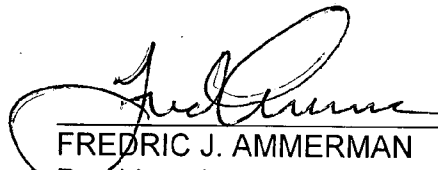
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NO. 2006-1838-CD

ORDER

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 *acc AH4*
0/3:50pm
JAN 19 2007 *Dietterick*
ICC to Doris
in Judge Ammerman
William A. Shaw *Office to*
Prothonotary/Clerk of Courts *Serve shft.*

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:

ICC to Doris in Judge
Ammerman's office to
serve shift

FILED

JAN 19 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST TENNESSEE BANK, N.A. d/b/a
FIRST HORIZON HOME LOAN
CORPORATION,

Plaintiff,

vs.

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,

Defendants.

CIVIL DIVISION

NO.: 2006-1838-CD

FILED *2cc*
11:32/301 Atty
JAN 18 2007 *(60)*

William A. Shaw
Prothonotary/Clerk of Courts

**MOTION FOR COURT ORDER TO INSTRUCT THE CLEARFIELD COUNTY
SHERIFF'S OFFICE TO FILE SHERIFF'S RETURN**

AND NOW, comes the Plaintiff, First Tennessee Bank, N.A. d/b/a First Horizon Home Loan Corporation, by and through its attorneys, James, Smith, Dietterick & Connelly LLP, and files Motion for Court Order to Instruct the Clearfield County Sheriff's Office to File Sheriff's Return as follows:

1. On or about November 8, 2006, Plaintiff filed a Complaint in Mortgage Foreclosure against Defendants, James L. Baldwin and Jacqueline L. Baldwin ("Defendants") at the above-captioned term and number ("Complaint").
2. Plaintiff directed the Sheriff of Clearfield County to serve the Complaint on Defendants at the address of the Mortgaged Premises being 123 Clearfield Street, Clearfield, Pennsylvania 16830.
3. Pursuant to a telephone call with the Clearfield County Sheriff's Office, said Complaint was served upon Defendants on December 8, 2007, personally.
4. To date, the Sheriff's Return has not been filed with the Prothonotary of Clearfield County.

5. Due to said Sheriff's Return not being filed, Plaintiff cannot file the Default Judgment or Writ of Execution.

6. Since unpaid interest continues to accrue, Plaintiff is severely prejudiced by the unnecessary delay

7. Consequently, Plaintiff requests that this Court direct the Sheriff's Office to file the Return of Service with the Prothonotary's Office on or before January 31, 2007 so that Plaintiff can proceed with the above-captioned action.

WHEREFORE, Plaintiff, First Tennessee Bank, N.A. d/b/a First Horizon Home Loan Corporation, requests this Honorable Court to enter an Order of Court directing the Sheriff of Clearfield County to file the Sheriff's Return on or before January 31, 2007.

Respectfully Submitted:

JAMES, SMITH, DIETTERICK & CONNELLY LLP

By: 

Scott A. Dietterick, Esquire
Atty I.D.#55650
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST TENNESSEE BANK, N.A. d/b/a
FIRST HORIZON HOME LOAN
CORPORATION,

Plaintiff,

vs.

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,

Defendants.

CIVIL DIVISION

NO.: 2006-1838-CD

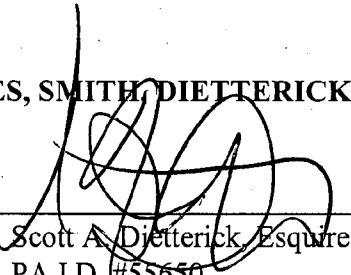
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Motion for Court Order to Instruct the Clearfield County Sheriff's Office to File Sheriff's Return was served on the following this 16th day of January, 2007, via First Class U. S. Mail, Postage Pre-paid:

James L. Baldwin
Jacqueline L. Baldwin
123 Clearfield Street
Clearfield, PA 16830

JAMES, SMITH, DIETTERICK & CONNELLY LLP

BY



Scott A. Dietterick, Esquire
PA I.D. #55650
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102109
NO: 06-1838-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST TENNESSEE BANK, N.A. d/b/a
vs.
DEFENDANT: JAMES L. BALDWIN and JACQUELINE L. BALDWIN

SHERIFF RETURN

NOW, December 08, 2006 AT 8:53 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAMES L. BALDWIN DEFENDANT AT 123 CLEARFIELD ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ALAN BALDWIN, SON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

FILED
01/31/2007
JAN 22 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102109
NO: 06-1838-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST TENNESSEE BANK, N.A. d/b/a
vs.
DEFENDANT: JAMES L. BALDWIN and JACQUELINE L. BALDWIN

SHERIFF RETURN

NOW, December 08, 2006 AT 8:53 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JACQUELINE L. BALDWIN DEFENDANT AT 123 CLEARFIELD ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ALAN BALDWIN, SON 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 # 102109
NO: 06-1838-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST TENNESSEE BANK, N.A. d/b/a
vs.
DEFENDANT: JAMES L. BALDWIN and JACQUELINE L. BALDWIN

SHERIFF RETURN



RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	JAMES	60825	20.00
SHERIFF HAWKINS	JAMES	60825	42.00

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST TENNESSEE BANK, N.A. d/b/a CIVIL DIVISION
FIRST HORIZON HOME LOAN
CORPORATION,

Plaintiff,

vs.

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,

Defendants.

No.: 2006-1838-CD

ISSUE NUMBER:

TYPE OF PLEADING:

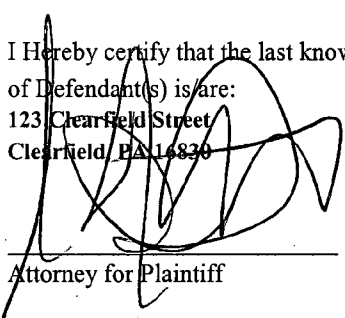
PRAECIPE FOR DEFAULT JUDGMENT
(Mortgage Foreclosure)

FILED ON BEHALF OF:

First Tennessee Bank, N.A. d/b/a
First Horizon Home Loan Corporation,
Plaintiff

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

123 Clearfield Street
Clearfield, PA 16830


Attorney for Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

Scott A. Dietterick, Esquire
Pa. I.D. #55650

JAMES, SMITH, DIETTERICK &
CONNELLY LLP
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

FILED *Att'y pd 20.00*
m/3:17pm
JAN 29 2007 *icc Notice to Defs.*

William A. Shaw
Prothonotary/Clerk of Courts *Statement to Att'y*
GR

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST TENNESSEE BANK, N.A. d/b/a CIVIL DIVISION
FIRST HORIZON HOME LOAN
CORPORATION,

Plaintiff,

NO.: 2006-1838-CD

vs

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,

Defendants.

PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY

SIR/MADAM:

Please enter a default judgment in the above-captioned case in favor of Plaintiff and against Defendants, James L. Baldwin and Jacqueline L. Baldwin, in the amount of \$52,037.72 which is itemized as follows:

Principal	\$ 46,168.01
Interest through 1/25/2007	\$ 1,751.87
Late Charge	\$ 167.84
Appraisal Fees	\$ 100.00
Attorneys' fees	\$ 1,350.00
Court, Sheriff & Title Costs	\$ <u>2,500.00</u>
TOTAL	\$ 52,037.72

plus interest on the principal sum (\$46,168.01) from January 25, 2007, at the rate of \$7.33 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.

JAMES, SMITH, DIETTERICK & CONNELLY LLP

By: 

Scott A. Dietterick, Esquire

Attorney for Plaintiff

PA I.D. #55650

P.O. Box 650

Hershey, PA 17033

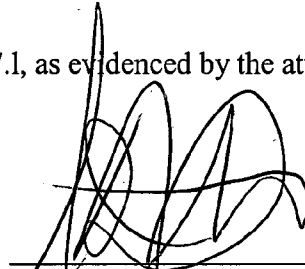
AFFIDAVIT OF NON-MILITARY SERVICE
AND CERTIFICATE OF MAILING OF NOTICE OF
INTENT TO TAKE DEFAULT JUDGMENT

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. Dieterick, Esquire, attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that the Defendants are not in the military service of the United States of America to the best of his knowledge, information and belief and certifies that the Notices 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. Dieterick, Esquire

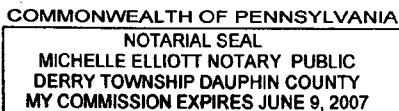
Sworn to and subscribed before me

this 29th day of January, 2007.



Notary Public

My Commission Expires:



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST TENNESSEE BANK, N.A. d/b/a CIVIL DIVISION
FIRST HORIZON HOME LOAN
CORPORATION,

Plaintiff,

NO.: 2006-1838-CD

vs

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,

Defendants.

NOTICE OF ORDER, DECREE OR JUDGMENT


TO: James L. Baldwin

- () Plaintiff
(XXX) Defendant
() Additional Defendant

You are hereby notified that an Order, Decree or Judgment was entered in the
above captioned proceeding on 1/29/07.

- () A copy of the Order or Decree is enclosed,
or
(XXX) The judgment is as follows: \$52,037.72

plus interest on the principal sum (\$46,168.01) from January 25, 2007, at the rate of \$7.33 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 TENNESSEE BANK, N.A. d/b/a CIVIL DIVISION
FIRST HORIZON HOME LOAN
CORPORATION,

Plaintiff,

NO.: 2006-1838-CD

vs

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,

Defendants.

NOTICE OF ORDER, DECREE OR JUDGMENT

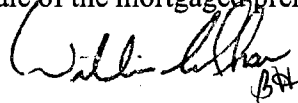
TO: Jacqueline L. Baldwin

- () Plaintiff
(XXX) Defendant
() Additional Defendant

You are hereby notified that an Order, Decree or Judgment was entered in the
above captioned proceeding on 1/29/07.

- () A copy of the Order or Decree is enclosed,
or
(XXX) The judgment is as follows: \$52,037.72

plus interest on the principal sum (\$46,168.01) from January 25, 2007, at the rate of \$7.33 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

copy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST TENNESSEE BANK, N.A. d/b/a
FIRST HORIZON HOME LOAN
CORPORATION,

Plaintiff,

vs.

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,

Defendants.

CIVIL DIVISION

NO.: 2006-1838-CD

IMPORTANT NOTICE

TO: James L. Baldwin
123 Clearfield Street
Clearfield, PA 16830

DATE OF NOTICE: December 29, 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

David S. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
Phone (814) 765-2641 ext 5982

LAWYER REFERRAL SERVICE

Pennsylvania Lawyer Referral Service
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 TENNESSEE BANK, N.A. d/b/a
FIRST HORIZON HOME LOAN
CORPORATION,

Plaintiff,

vs.

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,

Defendants.

CIVIL DIVISION

NO.: 2006-1838-CD

AVISO IMPORTANTE

A. James L. Baldwin

FECHA DEL AVISO: December 29, 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 CONSEQUIR AYUDA LEGAL.

NOTICE TO DEFEND

David S. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
Phone (814) 765-2641 ext 5982

LAWYER REFERRAL SERVICE
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
Phone (800) 692-7375

JAMES, SMITH, DIETTERICK & CONNELLY LLP

DATE: 12/29/06

BY: 

Scott A. Dietterick, Esquire
PA I.D. #55650
Kimberly A. Bonner, Esquire
PA I.D. #89705
Attorneys for Plaintiff
P.O. Box 650
Hershey, PA 17033

FIRST CLASS U.S. MAIL, POSTAGE PREPAID (717) 533-3280

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST TENNESSEE BANK, N.A. d/b/a
FIRST HORIZON HOME LOAN
CORPORATION,

Plaintiff,

vs.

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,

Defendants.

CIVIL DIVISION

NO.: 2006-1838-CD

IMPORTANT NOTICE

TO: Jacqueline L. Baldwin
123 Clearfield Street
Clearfield, PA 16830

DATE OF NOTICE: December 29, 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

David S. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
Phone (814) 765-2641 ext 5982

LAWYER REFERRAL SERVICE

Pennsylvania Lawyer Referral Service
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 TENNESSEE BANK, N.A. d/b/a
FIRST HORIZON HOME LOAN
CORPORATION,

Plaintiff,

vs.

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,

Defendants.

CIVIL DIVISION

NO.: 2006-1838-CD

AVISO IMPORTANTE

A. Jacqueline L. Baldwin

FECHA DEL AVISO: December 29, 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

David S. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
Phone (814) 765-2641 ext 5982

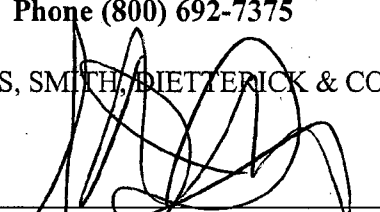
LAWYER REFERRAL SERVICE

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

JAMES, SMITH, DIETTERICK & CONNELLY LLP

DATE: 12/29/06

BY:


Scott A. Dietterick, Esquire
PA I.D. #55650
Kimberly A. Bonner, Esquire
PA I.D. #89705
Attorneys for Plaintiff
P.O. Box 650
Hershey, PA 17033

FIRST CLASS U.S. MAIL, POSTAGE PREPAID (717) 533-3280

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102109
NO: 06-1838-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST TENNESSEE BANK, N.A. d/b/a
vs.
DEFENDANT: JAMES L. BALDWIN and JACQUELINE L. BALDWIN

COPY

SHERIFF RETURN

NOW, December 08, 2006 AT 8:53 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAMES L. BALDWIN DEFENDANT AT 123 CLEARFIELD ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ALAN BALDWIN, SON 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 # 102109
NO: 06-1838-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST TENNESSEE BANK, N.A. d/b/a
vs.
DEFENDANT: JAMES L. BALDWIN and JACQUELINE L. BALDWIN

SHERIFF RETURN

NOW, December 08, 2006 AT 8:53 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JACQUELINE L. BALDWIN DEFENDANT AT 123 CLEARFIELD ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ALAN BALDWIN, SON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

1
COPY

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

First Tennesse Bank, N.A.
First Horizon Home Loan Corporation
Plaintiff(s)

No.: 2006-01838-CD

Real Debt: \$52,037.72

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

James L. Baldwin
Jacqueline L. Baldwin
Defendant(s)

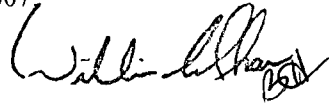
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 29, 2007

Expires: January 29, 2012

Certified from the record this 29th 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST TENNESSEE BANK, N.A. d/b/a
FIRST HORIZON HOME LOAN
CORPORATION,

Plaintiff

v.

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,

Defendants.

Docket No.: 2006-1838-CD

Execution No.:

PRAECIPE FOR WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

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 \$ 52,037.72

Interest from 1/25/2007 \$ 1,759.20
to date of sale

Costs (Costs to be added)

Prothonotary costs

Total \$ 53,796.92

JAMES, SMITH, DIETTERICK & CONNELLY LLP

Date: 1/25/07

BY: 

Scott A. Dietterick, Esquire

PA ID #55650

P.O. Box 650

Hershey, PA 17033

(717) 533-3280

Attorney for Plaintiff

FILED *Att. pd.*
1/30/07 *20.00*
JAN 29 2007 *15 wnts*
to Sheriff
William A. Shaw
Prothonotary/Clerk of Courts
(GR)

Exhibit "A"

LEGAL DESCRIPTION

ALL, that certain lot or piece of ground situated in the Third Ward of Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post in line of Clearfield Street one hundred (100) feet east of the Eastern line of Williams Street; thence along the line of Clearfield Street West fifty (50) feet to a post and that part of the "Israel Schucker" homestead lot which, by division of the same made, has the homestead house on, and which is now owned by C.V. Shirley; thence by line of said part of said homestead lot North ninety (90) feet to a ten (10) foot alley for use of owners of the several parts of the Israel Schucker lot, as subdivided and sold; thence by said alley East fifty (50) feet to a post, corner of lot formerly of Thomas Swift, now owned by Anna Swift Wagner, being one of the lots of said subdivision; thence by said Wagner lot South ninety (90) feet to post in the Northern line of Clearfield Street and place of BEGINNING.

Parcel No. 4-3-K8-209.20

Property: 123 Clearfield Street, Clearfield, PA 16830

BEING the same premises which Doris J. Read and Fred E. Lingle, Co-Executors named in the Will of Earl W. Lingle, Deceased and Doris J. Read, Individually and Levis Read, Jr., Her Husband and Fred E. Lingle, A Single Man, by Deed dated November 16, 1990 and recorded on November 19, 1990 in and for Clearfield County, in Deed Book 1374, Page 420 granted and conveyed unto James L. Baldwin and Jacqueline L. Baldwin, Husband and Wife, as Tenants by the Entireties.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST TENNESSEE BANK, N.A. d/b/a
FIRST HORIZON HOME LOAN
CORPORATION,

Plaintiff,

vs.

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,
Defendants.

CIVIL DIVISION

NO.: 2006-1838-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

First Tennessee Bank, N.A. d/b/a 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 123 Clearfield Street, Clearfield, Clearfield County, Pennsylvania 16830:

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

JAMES L. BALDWIN

123 Clearfield Street
Clearfield, PA 16830

JACQUELINE L. BALDWIN

123 Clearfield Street
Clearfield, PA 16830

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

JAMES L. BALDWIN

123 Clearfield Street
Clearfield, PA 16830

JACQUELINE L. BALDWIN

123 Clearfield Street
Clearfield, PA 16830

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

FIRST TENNESSEE BANK, N.A. d/b/a
FIRST HORIZON HOME LOAN CORPORATION

Plaintiff

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

FIRST TENNESSEE BANK, N.A. d/b/a Plaintiff
FIRST HORIZON HOME LOAN CORPORATION

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

CLEARFIELD COUNTY TAX CLAIM BUREAU Clearfield County Courthouse
230 E. Market Street, Suite 121
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:

DEPARTMENT OF REVENUE PA Inheritance Tax Division
Department 280601
Harrisburg, PA 17128-0601

COMMONWEALTH OF PA PA 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 RELATIONS Clearfield County Courthouse
OFFICE 230 E. Market Street
Clearfield, PA 16830

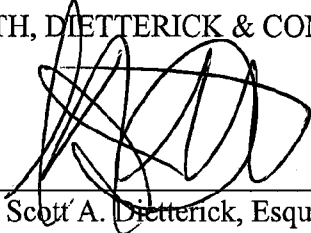
I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

JAMES, SMITH, DIETTERICK & CONNELLY LLP

DATED:

1/25/07

BY:


Scott A. Dietterick, Esquire
Attorneys for Plaintiff
PA ID #55650
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST TENNESSEE BANK, N.A. d/b/a
FIRST HORIZON HOME LOAN
CORPORATION,

Plaintiff,

vs.

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,
Defendants.

CIVIL DIVISION

NO.: 2006-1838-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:

See attached Exhibit "A"

AMOUNT DUE	\$52,037.72	
INTEREST from <u>1/25/07</u> to day of sale	\$ 1,759.20	
TOTAL	\$53,796.92	
(Costs to be added)	125.00	Prothonotary costs

Prothonotary:

By: William L. Hays
Clerk

Date: 1/29/07

Exhibit "A"

LEGAL DESCRIPTION

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BEGINNING at a post in line of Clearfield Street one hundred (100) feet east of the Eastern line of Williams Street; thence along the line of Clearfield Street West fifty (50) feet to a post and that part of the "Israel Schucker" homestead lot which, by division of the same made, has the homestead house on, and which is now owned by C.V. Shirley; thence by line of said part of said homestead lot North ninety (90) feet to a ten (10) foot alley for use of owners of the several parts of the Israel Schucker lot, as subdivided and sold; thence by said alley East fifty (50) feet to a post, corner of lot formerly of Thomas Swift, now owned by Anna Swift Wagner, being one of the lots of said subdivision; thence by said Wagner lot South ninety (90) feet to post in the Northern line of Clearfield Street and place of BEGINNING.

Parcel No. 4-3-K8-209.20

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BEING the same premises which Doris J. Read and Fred E. Lingle, Co-Executors named in the Will of Earl W. Lingle, Deceased and Doris J. Read, Individually and Levis Read, Jr., Her Husband and Fred E. Lingle, A Single Man, by Deed dated November 16, 1990 and recorded on November 19, 1990 in and for Clearfield County, in Deed Book 1374, Page 420 granted and conveyed unto James L. Baldwin and Jacqueline L. Baldwin, Husband and Wife, as Tenants by the Entireties.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST TENNESSEE BANK, N.A. d/b/a
FIRST HORIZON HOME
LOAN CORPORATION,

CIVIL DIVISION

Plaintiff,

NO.: 2006-1838-CD

vs.

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,

Defendants.

ORDER OF COURT

AND NOW, this _____ day of _____, 2007, upon consideration of Plaintiff's Motion for Special Service, it is hereby **ORDERED, ADJUDGED AND DECREED** that Plaintiff shall serve its Notice of Sheriff Sale on Defendants, James L. Baldwin and Jacqueline L. Baldwin, by instructing the Sheriff of Clearfield County to POST a copy of same on the Mortgaged Premises, being 123 Clearfield Street, Clearfield, Clearfield County, Pennsylvania 16830, and by mailing a copy to the Mortgaged Premises, via Certified Mail, Return Receipt Requested and First Class U.S. Mail, Postage Prepaid, with said service being valid and complete upon such posting and mailing in accordance with Pa.R.C.P. 3129.2 and 430 and with the Sheriff Sale of the Mortgaged Premises to be held as scheduled on April 13, 2007.

BY THE COURT:

J.

CA

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

FIRST TENNESSEE BANK, N.A. d/b/a
FIRST HORIZON HOME LOAN
CORPORATION,

Plaintiff,

vs.

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,

Defendants.

CIVIL DIVISION

NO.: 2006-1838-CD

TYPE OF PLEADING:

**MOTION FOR SPECIAL
SERVICE OF NOTICE OF SHERIFF
SALE UPON DEFENDANT PURSUANT
TO Pa.R.C.P. 430**

FILE ON BEHALF OF:

First Tennessee Bank, N.A. d/b/a
First Horizon Home Loan Corporation,
Plaintiff

COUNSEL OF RECORD FOR
THIS PARTY:

Scott A. Dietterick, Esquire
PA ID #55650

JAMES, SMITH, DIETTERICK &
CONNELLY LLP
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

FILED ^{icc}
mli:0761 ^{Attg Dietterick}
FEB 23 2007 ^(C)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST TENNESSEE BANK, N.A. d/b/a
FIRST HORIZON HOME
LOAN CORPORATION,

CIVIL DIVISION

Plaintiff,

NO.: 2006-1838-CD

vs.

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,

Defendants.

**MOTION FOR SPECIAL SERVICE OF NOTICE OF SERVICE SALE UPON
DEFENDANT PURSUANT TO Pa.R.C.P. 430**

AND NOW, comes the Plaintiff, First Tennessee Bank, N.A. d/b/a First Horizon Home Loan Corporation, by and through its attorneys, James, Smith, Dietterick & Connelly LLP, and files the within Motion for Special Service of Notice of Sheriff Sale Upon Defendants pursuant to Pa.R.C.P. 430 as follows:

1. On or about January 29, 2007, Plaintiff filed its original Praecipe for Writ of Execution ("Writ") against the Defendants ("Defendants"), at the above-captioned number and term, scheduling Defendant's property located at 123 Clearfield Street, Clearfield, Pennsylvania 16830 ("Mortgaged Premises") for Sheriff Sale on April 13, 2007.
2. Plaintiff directed the Sheriff of Clearfield County to serve Defendants with the Notice of Sheriff Sale at the address of the mortgaged premises, being 123 Clearfield Street, Pennsylvania 16830, but service was returned "Believe the House is Unoccupied". A true and correct copy of said Return of Service from the Clearfield County Sheriff's Office is marked Exhibit "A", attached hereto and made a part hereof.

3. An internet person locator search provided no alternative address for Defendants.

4. Plaintiff conducted an investigation to determine the whereabouts of Defendants, but all sources indicated no alternative address than that of the Mortgaged Premises. An affidavit of Plaintiff's counsel regarding the investigation taken to determine the whereabouts of Defendants is marked Exhibit "B", attached hereto and made a part hereof.

5. The Sheriff Sale is scheduled for April 13, 2007.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court permit Plaintiff to serve Defendants, James L. Baldwin and Jacqueline L. Baldwin, with the Notice of Sheriff Sale, by instructing the Clearfield County Sheriff's Office to POST a copy of same on the Mortgaged Premises, being 123 Clearfield Street, Clearfield, Pennsylvania 16830, and by mailing a copy to the Mortgaged Premises, via Certified Mail, Return Receipt Requested and First Class U.S. Mail, Postage Prepaid, with said service being valid and complete upon such posting and mailing in accordance with Pa.R.C.P. 3129.2 and 430 and that the Sheriff Sale may be held as scheduled on April 13, 2007.

Respectfully Submitted:

JAMES, SMITH, DIETTERICK & CONNELLY LLP

By: _____

Scott A. Dietterick, Esquire
Attorney I.D. #55650
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

EXHIBIT “A”

REAL ESTATE SALE

Chris

REAL ESTATE SALE - LEVY AND POST

EXECUTION SERVICE SHEET

DKT: EX PAGE: 20517

DEPUTY RECEIVED: February 06, 2007

DEPENDANT(S)

JAMES L. BALDWIN AND JACQUELINE L. BALDWIN

ADDRESS:

123 CLEARFIELD STREET
CLEARFIELD, PA 16830

LEVY & POST AT: SAME AS ABOVE

SERVE AND LEAVE WITH: DEFENDANT POST GARNISHEE

WRIT OF EXECUTION NOTICE OF SALE TO POST / SERVE WRIT LEVY

INTERROGATORIES TO GARNISHEE

WRIT OF POSSESSION

MUST BE SERVED, POSTED OR LEVIED BY: FEB. 28, 2007

DATE SERVED, POSTED OR LEVIED:

2-7-07

TIME:

8:15 AM

NAME OF PERSON SERVED:

TITLE:

LEVIED

WHERE SERVED / POSTED (ADDRESS):

123 CLFD ST

DEFENDANT(S):

RESIDENCE

EMPLOYMENT

SIGNATURE OF PERSON SERVED:

DATE:

ATTEMPTS:

SPECIAL DIRECTIONS:

NO 06-1838-CD

JAMES L. BALDWIN AND JACQUELINE L. BALDWIN

SERVED, POSTED OR LEVIED ON BY:

DEHAYEN

NOTES:

BELIEVE THE HOUSE IN
UN OCCUPIED

EXHIBIT “B”

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST TENNESSEE BANK, N.A. d/b/a
FIRST HORIZON HOME
LOAN CORPORATION,

CIVIL DIVISION

Plaintiff,

NO.: 2006-1838-CD

vs.

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,

Defendants.

AFFIDAVIT

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 Plaintiff, or counsel for Plaintiff, conducted an investigation to determine the whereabouts of Defendant(s), which included, but was not limited to searches of the following records:

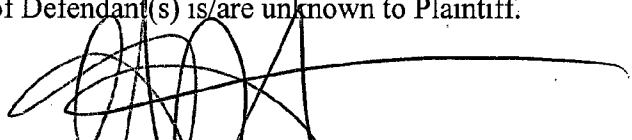
(X) Internet Person Locator Records, with results of same attached hereto.

(X) Records of the County Recorder of Deeds and Prothonotary, with results of same attached hereto.

(X) Credit Report Agency.

(X) Telephone Directory.

Finally, Affidavit deposes and says that if Defendant(s) is/are not located at the address uncovered by this investigation, the whereabouts of Defendant(s) is/are unknown to Plaintiff.



Scott A. Dieterick, Esquire

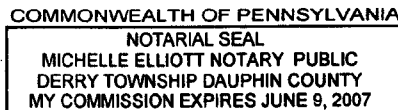
Sworn to and subscribed before me this

20th day of February, 2007.



Notary Public

My Commission Expires:




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[Find a Person](#)
[Maps & Directions](#)
[Search by Phone](#)
[Area & Zip Codes](#)

Last Name*, First Name

Jacqueline Baldwin

Location

Clearfield, PA 16830

* Required

Sorry, we couldn't find anybody with the name "Jacqueline Baldwin" in "Clearfield, PA 16830".

We are constantly working on improving our search and giving you better results.

Meanwhile, here are some tips on how you might get better results:

- Check your spelling of the person's name, city, and state.
- Use commas when entering a Location (e.g. address, city, state).
- Broaden your search by entering less information (ex. just enter last name).
- If you are unsure of the spelling of the last name, enter just the first few letters (in this case, omit the first name).
- Try a Web search for "Jacqueline Baldwin" near "Clearfield, PA 16830".

Jacqueline Baldwin - New Unlisted Number and Address Available Public Records Jacqueline Baldwin includes Age, Date of Birth and Family Members		
Click Here to see all results for Jacqueline Baldwin		
Jacqueline Baldwin (Age:45)	Address & Phone Number Clearfield, PA	Background Check
Jacqueline Q Baldwin (Age:40)	Address & Phone Number Clearfield, PA	Background Check
Jacqueline H Baldwin (Age:39)	Address & Phone Number Clearfield, PA	Background Check
Search Public Records with Unlisted Numbers		
First <input type="text" value="Jacqueline"/>	Last <input type="text" value="Baldwin"/>	State <input type="text" value="PA"/> <input checked="" type="button" value="Search"/>
Additional Searches Search by Social Security # Search by Age Search by Phone Number		

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Last Name*, First Name

James Baldwin

* Required

Location

Clearfield, PA 16830

Search Results for *James Baldwin* in *Clearfield, PA 16830* (1 - 1 of 1)

Featured Sites

[Search Public Records](#)[Don't forget to send flowers](#)[Gift Baskets make a great gift.](#)

James Baldwin

(814) 765-4571 | 123 Clearfield St Clearfield, PA 16830

Are you James Baldwin? [Remove this listing.](#)

Ads:

- [Instant Background Check](#)
- [Public Records](#)
- [Criminal Record Check](#)
- [Property Report](#)
- [Find Old Classmates](#)
- [Find Email Address](#)

[Map](#) | [Driving Directions](#) | [What's Nearby?](#) | [Se](#)

James Baldwin - New Unlisted Number and Address Available Public Records James Baldwin includes Age, Date of Birth and Family Members		
Click Here to see all results for James Baldwin		
James D Baldwin (Age:44)	Address & Phone Number Clearfield, PA	Background Check
James J Baldwin (Age:43)	Address & Phone Number Clearfield, PA	Background Check
James Baldwin (Age:25)	Address & Phone Number Clearfield, PA	Background Check
Search Public Records with Unlisted Numbers		
First <input type="text" value="James"/>	Last <input type="text" value="Baldwin"/>	State <input type="text" value="PA"/> <input checked="" type="checkbox"/> Search
Additional Searches Search by Social Security # Search by Age Search by Phone Number		

Sponsored Email Results

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Last Name*, First Name

Baldwin, Jacqueline L.

Location

Clearfield, PA 16830

* Required

Sorry, we couldn't find anybody with the name "Baldwin, Jacqueline L." in "C 16830".

We are constantly working on improving our search and giving you better results.

Meanwhile, here are some tips on how you might get better results:

- Check your spelling of the person's name, city, and state.
- Use commas when entering a Location (e.g. address, city, state).
- Broaden your search by entering less information (ex. just enter last name).
- If you are unsure of the spelling of the last name, enter just the first few letters (in this case, omit the first name).
- Try a Web search for "Baldwin, Jacqueline L." near "Clearfield, PA 16830".

- New Unlisted Number and Address Available

Public Records includes Age, Date of Birth and Family Members

[Click Here to see all results for](#)**Search Public Records with Unlisted Numbers**

First

Last

State

PA

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[Search by Phone](#)
[Area & Zip Codes](#)

Last Name*, First Name

Baldwin, James L

Location

Clearfield, PA 16830

* Required

Sorry, we couldn't find anybody with the name "Baldwin, James L" in "Clearfield 16830".

We are constantly working on improving our search and giving you better results.

Meanwhile, here are some tips on how you might get better results:

- Check your spelling of the person's name, city, and state.
- Use commas when entering a Location (e.g. address, city, state).
- Broaden your search by entering less information (ex. just enter last name).
- If you are unsure of the spelling of the last name, enter just the first few letters (in this case, omit the first name).
- Try a Web search for "Baldwin, James L" near "Clearfield, PA 16830".

- New Unlisted Number and Address Available
Public Records includes Age, Date of Birth and Family Members

[Click Here to see all results for](#)

Search Public Records with Unlisted Numbers

First

Last

State

PA

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[Search by Phone Number](#)

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Last Name	First Name	Middle Name	SSN			
BALDWIN	JACQUELINE					
Street Address	City	State	Zip	County	Radius	
123 CLEARFIELD STREET	CLEARFIELD	PA	16830	Clearfield		
Phone	DOB	Age Range				

☐ Search for other possible name spellings ☐ Include Bankruptcies (Click For Prices)

Output Type: ☒ Formatted HTML ☐ Cut and Paste / Printer Friendly Text (No Reports)

Important: The Public Records and commercially available data sources used in this system have errors. Data is sometimes entered poorly, processed incorrectly and is generally not free from defect. This system should not be relied upon as definitively accurate. Before relying on any data this system supplies, it should be independently verified. For Secretary of State documents, the following data is for information purposes only and is not an official record. Certified copies may be obtained from that individual state's Department of State.

Search completed

Records: 1 to 6 of 6

[Click Icons Below To Run a Report](#)
[Click Below for Next Steps](#)

All	Full Name	SSN	Address	Phone Information
	JACQUELINE L BALDWIN DOB: 07/1960 (46)	203-52-xxxx	123 CLEARFIELD ST CLEARFIELD PA 16830-1520 Nov 90 - Jan 07	(814) 765-4571

We Also Found: ☐ Property Records [Purchase Results](#)

	JACQUELINE L BALDWIN DOB: 01/1961 (46)	203-52-xxxx	RR 2 BOX 204 CLEARFIELD PA 16830-9802 . Hotel or motel. . Elementary or secondary school. . Hotel or motel. . Hotel or motel. . Hotel or motel. . Photocopy or duplication service. . National Security. Jun 95	(814) 765-4571
	JACQUELINE A LAWHEAD DOB: 01/1961 (46)	203-52-xxxx	122 CLARK ST CLEARFIELD PA 16830-3121 Jan 85 - Dec 90	



JACQUELINE L BALDWIN 203-52-xxxx
DOB: 07/1960 (46)

101 SPRING ST
CLEARFIELD PA 16830-3146
Mar 87 - Dec 90 (814) 765-4571



JACQUELINE L BALDWIN 203-52-xxxx
DOB: 07/1960 (46)

122 CLARK ST
CLEARFIELD PA 16830-3121
Mar 85 - Apr 86

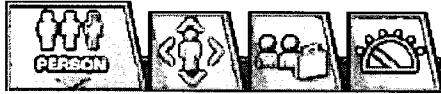


JACQUELINE A LAWHEAD 203-52-xxxx

1 BOX 322B RD
OLANTA PA 16863
Apr 84



Records: 1 to 6 of 6












Last Name		First Name		Middle Name		SSN	
						207-60-5269	
Street Address			City		State	Zip	County Radius
Phone		DOB		Age Range			
				-			




































Output Type: ☒ Formatted HTML ☐ Cut and Paste / Printer Friendly Text (No Reports)

Records: 1 to 7 of 7

**Click Below for
Next Steps**

 All	Full Name	SSN	Address	Phone Information	
     	JAMES L BALDWIN DOB: 05/12/1964 (42)	207-60-xxxx	123 CLEARFIELD ST CLEARFIELD PA 16830-1520 Nov 90 - Jan 07	(814) 765-4571	

We Also Found: ☐ Property Records Purchase Results

    	JAMES BALDWIN	207-60-xxxx	PO BOX 1024 CLEARFIELD PA 16830-5024 May 05 - Jan 07	NextS
    	JAMES BALDWIN	207-60-xxxx	424 RIVER RD CLEARFIELD PA 16830-2649 Oct 05 - Nov 06	NextS
    	JAMES BALDWIN	207-60-xxxx	3026 OAK RIDGE RD NEW MILLPORT PA 16861-9323 Dec 04 - Jan 06	NextS
    	JAMES L BALDWIN	207-60-xxxx	RR 2 BOX 204 CLEARFIELD PA 16830-9802 ,Hotel or motel.	(814) 765-4571 NextS
    	DOB: 05/12/1964 (42)		,Elementary or secondary school.	
    			,Hotel or motel.	
    			,Hotel or motel.	



JAMES L BALDWIN 207-60-xxxx
DOB: 05/12/1964 (42)

, Hotel or motel.

, Photocopy or duplication service.

, National Security.
Jun 95 - Jan 99

101 SPRING ST
CLEARFIELD PA 16830-3146
Dec 87

Next



JAMES L BALDWIN 207-60-xxxx
DOB: 05/12/1964 (42)

122 CLARK ST
CLEARFIELD PA 16830-3121
Aug 85

Next

Export to Excel

Records: 1 to 7 of 7

LA

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

FIRST TENNESSEE BANK, N.A. d/b/a FIRST
HORIZON HOME LOAN CORPORATION,
Plaintiff

vs.

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN

Defendants

*
*
*
*
*
*

NO. 06-1838-CD

ORDER

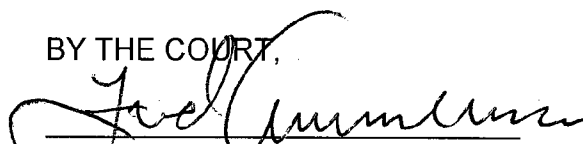
NOW, this 26th day of February, 2007, the Plaintiff is granted leave to serve the
Notice of Sheriff Sale upon the Defendants **James L. Baldwin and Jacqueline L.**

Baldwin by:

1. Publication one time in The Progress (Clearfield) and the Clearfield
County Legal Journal;
2. By first class mail to 123 Clearfield Street, Clearfield, PA 16830;
3. By certified mail, return receipt requested, to 123 Clearfield Street,
Clearfield, PA 16830; and
4. By posting the mortgaged premises known in this herein action as
123 Clearfield Street, Clearfield, PA 16830.

Service of the aforementioned publication and mailings is effective upon the
date of publication and mailing and is to be done by Plaintiff's attorney, who will file
Affidavits of Service with the Prothonotary of Clearfield County.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED 3cc
02:57 AM
FEB 26 2007
Amy Dietterich
CA

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST TENNESSEE BANK, N.A. d/b/a
FIRST HORIZON HOME LOAN
CORPORATION,

Plaintiff,

vs.

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,
Defendants.

CIVIL DIVISION

NO.: 2006-1838 CD

ISSUE NO.:

TYPE OF PLEADING:

**Pa.R.C.P. RULE 3129.2(C)
AFFIDAVIT OF SERVICE OF
DEFENDANTS/OWNERS AND
OTHER PARTIES OF INTEREST**

CODE:

FILED ON BEHALF OF:

First Tennessee Bank, N.A. d/b/a First
Horizon Home Loan Corporation,
Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

Scott A. Dietterick, Esquire
Pa. I.D. #55650

JAMES, SMITH, DIETTERICK &
CONNELLY LLP
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

FILED
m/11:20am
APR 02 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST TENNESSEE BANK, N.A. d/b/a
FIRST HORIZON HOME LOAN
CORPORATION,

Plaintiff,

vs.

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,

Defendants.

CIVIL DIVISION

NO.: 2006-1838-CD

**Pa.R.C.P. RULE 3129.2(c) AFFIDAVIT OF SERVICE OF
DEFENDANTS/OWNERS AND OTHER PARTIES OF INTEREST**

I, Scott A. Dietterick, Esquire, attorney for First Tennessee Bank, N.A. d/b/a First Horizon Home Loan Corporation, Plaintiff, being duly sworn according to law depose and make the following Affidavit regarding service of Plaintiff's Notice of Sheriff's Sale of Real Property in this matter on Defendants/Owners and Other Parties of Interest as follows:

1. Defendants, James L. Baldwin and Jacqueline L. Baldwin, are the record owners of the real property.
2. Pursuant to Order of Court dated February 26, 2007, on or about March 14, 2007, Defendants, James L. Baldwin and Jacqueline L. Baldwin, were served with Plaintiff's Notice of Sheriff's Sale of Real Property Pursuant to Pa.R.C.P. 3129, by the Sheriff of Clearfield County posting the property being 123 Clearfield Street, Clearfield, Pennsylvania 16830. A true and correct copy of said Notice and Order are marked Exhibit "A", attached hereto and made a part hereof.

3. Pursuant to Order of Court dated February 26, 2007, on or about March 7, 2007, Defendants, James L. Baldwin and Jacqueline L. Baldwin, were served with Plaintiff's Notice of Sheriff's Sale of Real Property Pursuant to Pa.R.C.P. 3129, via certified mail and regular mail, at the address of the mortgaged premises, being 123 Clearfield Street, Clearfield, Pennsylvania 16830. A true and correct copy of said Return Receipts and Certificates of Mailing are marked Exhibit "B", attached hereto and made a part hereof.

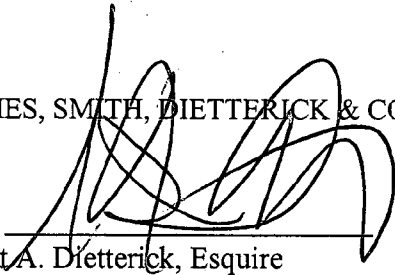
4. Pursuant to Order of Court dated February 26, 2007, on or about March 23, 2007, Defendants, James L. Baldwin and Jacqueline L. Baldwin, were served with Plaintiff's Notice of Sheriff's Sale of Real Property Pursuant to Pa.R.C.P. 3129, by publication in The Progress.. A true and correct copy of said Proof of Publication is marked Exhibit "C", attached hereto and made a part hereof.

5. On or about February 23, 2007, Plaintiff's counsel served all other parties in interest with Plaintiff's Notice of Sheriff's Sale according to Plaintiff's Affidavit Pursuant to Rule 3129.1, via First Class U.S. Mail, Postage Pre-Paid, with a Certificate of Mailing. True and correct copies of said Notices and Certificates of Mailing are marked Exhibit "D", attached hereto and made a part hereof.

Finally, the undersigned deposes and says that Defendants/Owners and all Other Parties of Interest were served with Plaintiff's Notice of Sheriff's Sale of Real Property in accordance with Pa. R.C.P. 3129.2.

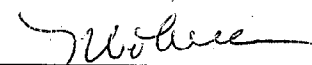
JAMES, SMITH, DIETTERICK & CONNELLY LLP

Dated: 3/28/07

BY: 
Scott A. Dietterick, Esquire
Pa. I.D. #55650
Attorneys for Plaintiff
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

Sworn to and subscribed before me this

28th day of March, 2007.



Notary Public

MY COMMISSION EXPIRES:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MICHELLE ELLIOTT NOTARY PUBLIC
DERRY TOWNSHIP DAUPHIN COUNTY
MY COMMISSION EXPIRES JUNE 9, 2007

EXHIBIT "A"

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

FIRST TENNESSEE BANK, N.A. d/b/a FIRST
HORIZON HOME LOAN CORPORATION,
Plaintiff

vs.

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN

Defendants

*
*
*
*
*
*

NO. 06-1838-CD

ORDER

NOW, this 26th day of February, 2007, the Plaintiff is granted leave to serve the
Notice of Sheriff Sale upon the Defendants **James L. Baldwin and Jacqueline L.**

Baldwin by:

1. Publication one time in The Progress (Clearfield) and the Clearfield
County Legal Journal;
2. By first class mail to 123 Clearfield Street, Clearfield, PA 16830;
3. By certified mail, return receipt requested, to 123 Clearfield Street,
Clearfield, PA 16830; and
4. By posting the mortgaged premises known in this herein action as
123 Clearfield Street, Clearfield, PA 16830.

Service of the aforementioned publication and mailings is effective upon the
date of publication and mailing and is to be done by Plaintiff's attorney, who will file
Affidavits of Service with the Prothonotary of Clearfield County.

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

BY THE COURT,
/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

FEB 26 2007

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST TENNESSEE BANK, N.A. d/b/a
FIRST HORIZON HOME LOAN
CORPORATION,

Plaintiff,

vs.

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,
Defendants.

CIVIL DIVISION

NO.: 2006-1838-CD

**NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129**

James L. Baldwin
123 Clearfield Street
Clearfield, PA 16830

TAKE NOTICE:

That the Sheriff's Sale of Real Property (Real Estate) will be held at the Clearfield County Sheriff's Office, Clearfield County Courthouse, 230 E. Market Street, Clearfield, Pennsylvania 16830 on April 13, 2007 at 10:00 A.m. prevailing local time.

THE PROPERTY TO BE SOLD is delineated in detail in a legal description consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land.

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The LOCATION of your property to be sold is:

123 Clearfield Street
Clearfield, PA 16830
Clearfield County

The JUDGMENT under or pursuant to which your property is being sold is docketed to:

No. 2006-1838-CD

THE NAME(S) OF THE OWNER(S) OR REPUTED OWNER(S) OF THIS
PROPERTY ARE:

James L. Baldwin
Jacqueline L. Baldwin

A SCHEDULE OF DISTRIBUTION, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example to banks that hold mortgages and municipalities that are owed taxes), will be filed by the Sheriff thirty (30) days after the sale, and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it, within ten (10) days of the date it is filed. Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of Clearfield County, 230 E. Market Street, Clearfield, Pennsylvania 16830.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR
PROPERTY.

It has been issued because there is a Judgment against you. It may cause your property to be held, to be sold or taken to pay the Judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR
TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET
FREE LEGAL ADVICE.

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

THE LEGAL RIGHTS YOU MAY HAVE ARE:

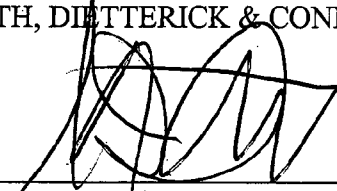
1. You may file a petition with the Court of Common Pleas of Clearfield County to open the Judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file a petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.
2. After the Sheriff's Sale, you may file a petition with the Court of Common Pleas of Clearfield County to set aside the sale for a grossly inadequate price or for other proper cause. This petition must be filed before the Sheriff's Deed is delivered.
3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of Clearfield County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the Court and a proposed order or rule must be attached to the petition. If a specific return date is desired, such date must be obtained from the Court Administrator's Office, Clearfield County Courthouse, 230 E. Market Street, Clearfield, Pennsylvania 16830, before presentation of the petition to the Court.

JAMES, SMITH, DIETTERICK & CONNELLY LLP

DATED:

1/25/07

BY:


Scott A. Dietterick, Esquire
Attorneys for Plaintiff
PA ID #55650
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

**VIA CERTIFIED MAIL , RETURN RECEIPT REQUESTED
AND
PERSONAL SERVICE BY THE SHERIFF OF CLEARFIELD COUNTY**

Exhibit "A"

LEGAL DESCRIPTION

ALL, that certain lot or piece of ground situated in the Third Ward of Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post in line of Clearfield Street one hundred (100) feet east of the Eastern line of Williams Street; thence along the line of Clearfield Street West fifty (50) feet to a post and that part of the "Israel Schucker" homestead lot which, by division of the same made, has the homestead house on, and which is now owned by C.V. Shirley; thence by line of said part of said homestead lot North ninety (90) feet to a ten (10) foot alley for use of owners of the several parts of the Israel Schucker lot, as subdivided and sold; thence by said alley East fifty (50) feet to a post, corner of lot formerly of Thomas Swift, now owned by Anna Swift Wagner, being one of the lots of said subdivision; thence by said Wagner lot South ninety (90) feet to post in the Northern line of Clearfield Street and place of BEGINNING.

Parcel No. 4-3-K8-209.20

Property: 123 Clearfield Street, Clearfield, PA 16830

BEING the same premises which Doris J. Read and Fred E. Lingle, Co-Executors named in the Will of Earl W. Lingle, Deceased and Doris J. Read, Individually and Levis Read, Jr., Her Husband and Fred E. Lingle, A Single Man, by Deed dated November 16, 1990 and recorded on November 19, 1990 in and for Clearfield County, in Deed Book 1374, Page 420 granted and conveyed unto James L. Baldwin and Jacqueline L. Baldwin, Husband and Wife, as Tenants by the Entireties.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST TENNESSEE BANK, N.A. d/b/a
FIRST HORIZON HOME LOAN
CORPORATION,

Plaintiff,

vs.

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,
Defendants.

CIVIL DIVISION

NO.: 2006-1838-CD

**NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129**

Jacqueline L. Baldwin
123 Clearfield Street
Clearfield, PA 16830

TAKE NOTICE:

That the Sheriff's Sale of Real Property (Real Estate) will be held at the Clearfield County Sheriff's Office, Clearfield County Courthouse, 230 E. Market Street, Clearfield, Pennsylvania 16830 on April 13, 2007 at 10:00 A.m. prevailing local time.

THE PROPERTY TO BE SOLD is delineated in detail in a legal description consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land.

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The LOCATION of your property to be sold is:

123 Clearfield Street
Clearfield, PA 16830
Clearfield County

The JUDGMENT under or pursuant to which your property is being sold is docketed to:

No. 2006-1838-CD

THE NAME(S) OF THE OWNER(S) OR REPUTED OWNER(S) OF THIS
PROPERTY ARE:

James L. Baldwin
Jacqueline L. Baldwin

A SCHEDULE OF DISTRIBUTION, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example to banks that hold mortgages and municipalities that are owed taxes), will be filed by the Sheriff thirty (30) days after the sale, and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it, within ten (10) days of the date it is filed. Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of Clearfield County, 230 E. Market Street, Clearfield, Pennsylvania 16830.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR
PROPERTY.

It has been issued because there is a Judgment against you. It may cause your property to be held, to be sold or taken to pay the Judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR
TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET
FREE LEGAL ADVICE.

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

THE LEGAL RIGHTS YOU MAY HAVE ARE:

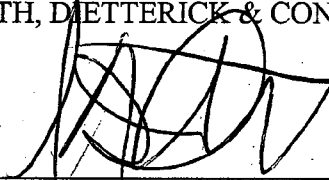
1. You may file a petition with the Court of Common Pleas of Clearfield County to open the Judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file a petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.
2. After the Sheriff's Sale, you may file a petition with the Court of Common Pleas of Clearfield County to set aside the sale for a grossly inadequate price or for other proper cause. This petition must be filed before the Sheriff's Deed is delivered.
3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of Clearfield County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the Court and a proposed order or rule must be attached to the petition. If a specific return date is desired, such date must be obtained from the Court Administrator's Office, Clearfield County Courthouse, 230 E. Market Street, Clearfield, Pennsylvania 16830, before presentation of the petition to the Court.

JAMES, SMITH, DIETTERICK & CONNELLY LLP

DATED:

1/25/07

BY:



Scott A. Dietterick, Esquire
Attorneys for Plaintiff
PA ID #55650
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

**VIA CERTIFIED MAIL , RETURN RECEIPT REQUESTED
AND
PERSONAL SERVICE BY THE SHERIFF OF CLEARFIELD COUNTY**

Exhibit "A"

LEGAL DESCRIPTION

ALL, that certain lot or piece of ground situated in the Third Ward of Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post in line of Clearfield Street one hundred (100) feet east of the Eastern line of Williams Street; thence along the line of Clearfield Street West fifty (50) feet to a post and that part of the "Israel Schucker" homestead lot which, by division of the same made, has the homestead house on, and which is now owned by C.V. Shirley; thence by line of said part of said homestead lot North ninety (90) feet to a ten (10) foot alley for use of owners of the several parts of the Israel Schucker lot, as subdivided and sold; thence by said alley East fifty (50) feet to a post, corner of lot formerly of Thomas Swift, now owned by Anna Swift Wagner, being one of the lots of said subdivision; thence by said Wagner lot South ninety (90) feet to post in the Northern line of Clearfield Street and place of BEGINNING.

Parcel No. 4-3-K8-209.20

Property: 123 Clearfield Street, Clearfield, PA 16830

BEING the same premises which Doris J. Read and Fred E. Lingle, Co-Executors named in the Will of Earl W. Lingle, Deceased and Doris J. Read, Individually and Levis Read, Jr., Her Husband and Fred E. Lingle, A Single Man, by Deed dated November 16, 1990 and recorded on November 19, 1990 in and for Clearfield County, in Deed Book 1374, Page 420 granted and conveyed unto James L. Baldwin and Jacqueline L. Baldwin, Husband and Wife, as Tenants by the Entireties.

EXHIBIT "B"

EXHIBIT "C"

OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL ACTION-LAW
NO.: 3866 CV 2002 MF
NOTICE OF
SHERIFF SALE
OF REAL ESTATE
PURSUANT TO
Pa.R.C.P. 3129
FIRST TENNESSEE BANK,
N.A. d/b/a
FIRST HORIZON
HOME LOAN CORPORATION,
Plaintiff,
vs.
JAMES L. BALDWIN
and JACQUELINE L. BALDWIN,
Defendants.
TO: James L. Baldwin and Jac-
queline L. Baldwin.
That the Sheriff's Sale of Real
Property (Real Estate) will be held
in the Clearfield County Court-
house, 230 E. Market Street,
Clearfield, Pennsylvania 16830 on
Friday, April 13, 2007 at 10:00
a.m. prevailing local time.
THE PROPERTY TO BE SOLD is
delineated in detail in a legal de-
scription consisting of a statement
of the measured boundaries of the
property, together with a brief men-
tion of the buildings and any other
major improvements erected on the
land.
The LOCATION of your property
to be sold is:
123 Clearfield Street
Clearfield, Pennsylvania 16830
Clearfield County
The JUDGEMENT under or pur-
suant to which your property is
being sold is docketed to:
No.: 2006-1838-CD
A complete copy of the Notice of
Sheriff Sale will be sent to you upon
request to the Attorney for the
Plaintiff, Scott A. Dietterick,
Esquire, P.O. Box 650, Hershey,
PA 17033. Phone
(717) 533-3280.
THIS PAPER IS A NOTICE OF
THE TIME AND PLACE OF THE
SALE OF YOUR PROPERTY.
IT HAS BEEN ISSUED BECAUSE
THERE IS A JUDGEMENT
AGAINST YOU.
IT MAY CAUSE YOUR PROPER-
TY TO BE HELD, TO BE SOLD OR
TAKEN TO PAY THE JUDGE-
MENT.
You may have legal rights to pre-
vent your property from being taken
away. A lawyer can advise you
more specifically of these rights. If
you wish to exercise your rights,
YOU MUST ACT PROMPTLY.
YOU SHOULD TAKE THIS PA-
PER TO YOUR LAWYER AT
ONCE. GO TO OR TELEPHONE
THE OFFICE SET FORTH BELOW
TO FIND OUT WHERE YOU CAN
GET FREE LEGAL ADVICE.
LAWYER REFERRAL SERVICE
Pennsylvania Lawyer
Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
Phone (800) 692-7375
3-12-1d-b

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS:
:

On this 23rd day of March, A.D. 2007,
before me, the subscriber, a Notary Public in and for said County and
State, personally appeared Margaret E. Krebs, who being duly sworn
according to law, deposes and says that she is the President of The
Progressive Publishing Company, Inc., and Associate Publisher of The
Progress, a daily newspaper published at Clearfield, in the County of
Clearfield and State of Pennsylvania, and established April 5, 1913, and
that the annexed is a true copy of a notice or advertisement published in
said publication in

the regular issues of March 12, 2007.
And that the affiant is not interested in the subject matter of the notice or
advertising, and that all of the allegations of this statement as to the time,
place, and character of publication are true.

Sworn and subscribed to before me the day and year aforesaid.

Cheryl J. Robison
Notary Public Clearfield, Pa.

My Commission Expires
October 31, 2007

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Cheryl J. Robison, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Oct. 31, 2007
Member, Pennsylvania Association Of Notaries

EXHIBIT "D"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST TENNESSEE BANK, N.A. d/b/a CIVIL DIVISION
FIRST HORIZON HOME LOAN
CORPORATION,

Plaintiff,

NO.: 2006-1838-CD

vs

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,

Defendants.

NOTICE TO LIENHOLDERS AND OTHER PARTIES IN INTEREST
PURSUANT TO Pa.R.C.P. 3129(b)

TO: Clearfield County Domestic Relations Office
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the

CLEARFIELD COUNTY COURTHOUSE
230 E. Market Street
Clearfield, Pennsylvania 16830

on April 13, 2007 at 10:00 a.m., the following described real estate which James L. Baldwin and Jacqueline L. Baldwin are the owners or reputed owners and on which you may hold a lien or have an interest which could be affected by the sale of:

123 Clearfield Street
Clearfield, Pennsylvania 16830
Clearfield County

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The said Writ of Execution has been issued on a judgment in the action of

FIRST TENNESSEE BANK, N.A. d/b/a
FIRST HORIZON HOME
LOAN CORPORATION,

Plaintiff,

vs.

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,

Defendants.

at EX. NO. 2006-1838-CD in the amount of \$52,037.72, plus interest and costs.

Claims against property must be filed at the Office of the Sheriff before above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

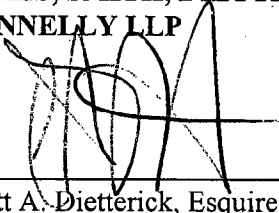
Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30) days from the sale date.

Exceptions to Distributions or a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.

If you have any questions or comments with regard to the Sheriff's Sale or this Notice, you should contact your attorney as soon as possible.

**JAMES, SMITH, DIETTERICK &
CONNELLY LLP**

Dated: 2/23/07

By: 

Scott A. Dietterick, Esquire
PA ID #55650
Attorney for Plaintiff
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

Exhibit "A"

LEGAL DESCRIPTION

ALL, that certain lot or piece of ground situated in the Third Ward of Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post in line of Clearfield Street one hundred (100) feet east of the Eastern line of Williams Street; thence along the line of Clearfield Street West fifty (50) feet to a post and that part of the "Israel Schucker" homestead lot which, by division of the same made, has the homestead house on, and which is now owned by C.V. Shirley; thence by line of said part of said homestead lot North ninety (90) feet to a ten (10) foot alley for use of owners of the several parts of the Israel Schucker lot, as subdivided and sold; thence by said alley East fifty (50) feet to a post, corner of lot formerly of Thomas Swift, now owned by Anna Swift Wagner, being one of the lots of said subdivision; thence by said Wagner lot South ninety (90) feet to post in the Northern line of Clearfield Street and place of BEGINNING.

Parcel No. 4-3-K8-209.20

Property: 123 Clearfield Street, Clearfield, PA 16830

BEING the same premises which Doris J. Read and Fred E. Lingle, Co-Executors named in the Will of Earl W. Lingle, Deceased and Doris J. Read, Individually and Levis Read, Jr., Her Husband and Fred E. Lingle, A Single Man, by Deed dated November 16, 1990 and recorded on November 19, 1990 in and for Clearfield County, in Deed Book 1374, Page 420 granted and conveyed unto James L. Baldwin and Jacqueline L. Baldwin, Husband and Wife, as Tenants by the Entireties.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST TENNESSEE BANK, N.A. d/b/a CIVIL DIVISION
FIRST HORIZON HOME LOAN
CORPORATION,

Plaintiff,

NO.: 2006-1838-CD

vs

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,

Defendants.

NOTICE TO LIENHOLDERS AND OTHER PARTIES IN INTEREST
PURSUANT TO Pa.R.C.P. 3129(b)

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

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the

CLEARFIELD COUNTY COURTHOUSE
230 E. Market Street
Clearfield, Pennsylvania 16830

on April 13, 2007 at 10:00 a.m., the following described real estate which James L. Baldwin and Jacqueline L. Baldwin are the owners or reputed owners and on which you may hold a lien or have an interest which could be affected by the sale of:

123 Clearfield Street
Clearfield, Pennsylvania 16830
Clearfield County

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The said Writ of Execution has been issued on a judgment in the action of

FIRST TENNESSEE BANK, N.A. d/b/a
FIRST HORIZON HOME
LOAN CORPORATION,

Plaintiff,

vs.

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,

Defendants.

at EX. NO. 2006-1838-CD in the amount of \$52,037.72, plus interest and costs.

Claims against property must be filed at the Office of the Sheriff before above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

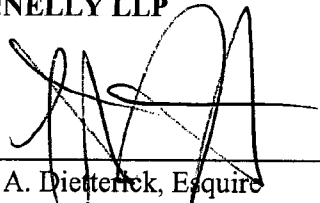
Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30) days from the sale date.

Exceptions to Distributions or a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.

If you have any questions or comments with regard to the Sheriff's Sale or this Notice, you should contact your attorney as soon as possible.

**JAMES, SMITH, DIETTERICK &
CONNELLY LLP**

Dated: 2/23/07

By: 

Scott A. Dietterick, Esquire
PA ID #55650
Attorney for Plaintiff
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

Exhibit "A"

LEGAL DESCRIPTION

ALL, that certain lot or piece of ground situated in the Third Ward of Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post in line of Clearfield Street one hundred (100) feet east of the Eastern line of Williams Street; thence along the line of Clearfield Street West fifty (50) feet to a post and that part of the "Israel Schucker" homestead lot which, by division of the same made, has the homestead house on, and which is now owned by C.V. Shirley; thence by line of said part of said homestead lot North ninety (90) feet to a ten (10) foot alley for use of owners of the several parts of the Israel Schucker lot, as subdivided and sold; thence by said alley East fifty (50) feet to a post, corner of lot formerly of Thomas Swift, now owned by Anna Swift Wagner, being one of the lots of said subdivision; thence by said Wagner lot South ninety (90) feet to post in the Northern line of Clearfield Street and place of BEGINNING.

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST TENNESSEE BANK, N.A. d/b/a CIVIL DIVISION
FIRST HORIZON HOME LOAN
CORPORATION,

Plaintiff,

NO.: 2006-1838-CD

vs

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,

Defendants.

NOTICE TO LIENHOLDERS AND OTHER PARTIES IN INTEREST
PURSUANT TO Pa.R.C.P. 3129(b)

TO: Department of Revenue
PA Inheritance Tax Division
Department 280601
Harrisburg, PA 17128-0601

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the

CLEARFIELD COUNTY COURTHOUSE
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Clearfield, Pennsylvania 16830

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Clearfield County

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FIRST TENNESSEE BANK, N.A. d/b/a
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LOAN CORPORATION,

Plaintiff,

vs.

JAMES L. BALDWIN and
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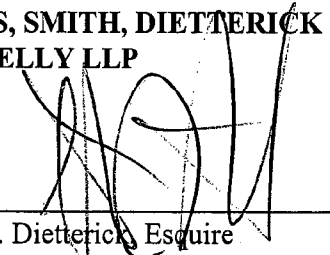
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**JAMES, SMITH, DIETTERICK &
CONNELLY LLP**

Dated: 2/23/07

By: 

Scott A. Dietterick, Esquire
PA ID #55650
Attorney for Plaintiff
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST TENNESSEE BANK, N.A. d/b/a CIVIL DIVISION
FIRST HORIZON HOME LOAN
CORPORATION,

Plaintiff,

NO.: 2006-1838-CD

vs

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,

Defendants.

NOTICE TO LIENHOLDERS AND OTHER PARTIES IN INTEREST
PURSUANT TO Pa.R.C.P. 3129(b)

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

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the

CLEARFIELD COUNTY COURTHOUSE
230 E. Market Street
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FIRST TENNESSEE BANK, N.A. d/b/a
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LOAN CORPORATION,

Plaintiff,

vs.

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,

Defendants.

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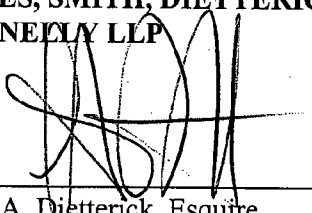
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**JAMES, SMITH, DIETTERICK &
CONNELLY LLP**

Dated: 2/23/07

By: 

Scott A. Dietterick, Esquire
PA ID #55650
Attorney for Plaintiff
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

Exhibit "A"

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U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR			
Received	LAW OFFICE		
	JAMES, SMITH, DIETTERICK &		
	CONNELLY LLP		
	P.O. BOX 650		
CIS	HERSHEY, PA 17033		
One piece of ordinary mail addressed to:			
Clearfield County Tax Claim Bureau			
Clearfield County Courthouse			
230 E. Market St., Suite 121			
Clearfield, PA 16830			

PS Form 3817, January 2001

Baldwin



Hasler

Mailed From 17036
US POSTAGE

\$00.950

016H26507003

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR			
Received	LAW OFFICE		
	JAMES, SMITH, DIETTERICK &		
	CONNELLY LLP		
	P.O. BOX 650		
CIS	HERSHEY, PA 17033		
One piece of ordinary mail addressed to:			
Department of Revenue			
PA Inheritance Tax Division			
Department 280601			
Harrisburg, PA 17108-0601			

PS Form 3817, January 2001

Baldwin



Hasler

Mailed From 17036
US POSTAGE

\$00.950

016H26507003

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR			
Received	LAW OFFICE		
	JAMES, SMITH, DIETTERICK &		
	CONNELLY LLP		
	P.O. BOX 650		
CIS	HERSHEY, PA 17033		
One piece of ordinary mail addressed to:			
Commonwealth of PA			
PA Department of Welfare			
P.O. Box 21675			
Harrisburg, PA 17105			

PS Form 3817, January 2001

Baldwin



Hasler

Mailed From 17036
US POSTAGE

\$00.950

016H26507003

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR			
Received	LAW OFFICE		
	JAMES, SMITH, DIETTERICK &		
	CONNELLY LLP		
	P.O. BOX 650		
CIS	HERSHEY, PA 17033		
One piece of ordinary mail addressed to:			
Clearfield County Domestic			
Relations Office			
Clearfield County Courthouse			
230 E. Market St. Clearfield, PA			

PS Form 3817, January 2001

Baldwin

16830



Hasler

Mailed From 17036
US POSTAGE

\$00.950

016H26507003

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20517
NO: 06-1838-CD

PLAINTIFF: FIRST TENNESSEE BANK, N.A. D/B/A FIRST HORIZON HOME LOAN CORPORATION
vs.
DEFENDANT: JAMES L. BALDWIN AND JACQUELINE L. BALDWIN

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 01/30/2007

LEVY TAKEN 02/07/2007 @ 8:45 AM

POSTED 02/07/2007 @ 8:45 AM

SALE HELD 04/13/2007

SOLD TO FIRST TENNESSEE BANK, N.A.

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 05/14/2007

DATE DEED FILED 05/14/2007

PROPERTY ADDRESS 123 CLEARFIELD STREET CLEARFIELD , PA 16830

SERVICES

03/19/2007 @ SERVED JAMES L. BALDWIN

SERVED JAMES L. BALDWIN, DEFENDANT, BY CERT. & REG. MAIL PER COURT ORDER TO 123 CLEARFIELD STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA CERT #70060810000145072711 SIGNED FOR BY SHEAN BLADWIN WITH

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

03/19/2007 @ SERVED JACQUELINE L. BALDWIN

SERVED JACQUELINE L. BALDWIN, DEFENDANT, BY CERT & REG. MAIL PER COURT ORDER TO 123 CLEARFIELD STREET, CLEARFIELD COUNTY, PENNSYLVANIA CERT #70060810000145072759 SIGNED FOR BY SHEAN BALDWIN WITH

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

03/14/2007 @ 2:25 PM SERVED

POSTED PROPERTY WITH ORDER AND NOTICE OF SALE PER COURT ORDER.

FILED
03-41-07
MAY 14 2007
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20517
NO: 06-1838-CD

PLAINTIFF: FIRST TENNESSEE BANK, N.A. D/B/A FIRST HORIZON HOME LOAN CORPORATION

vs.

DEFENDANT: JAMES L. BALDWIN AND JACQUELINE L. BALDWIN

Execution REAL ESTATE

SHERIFF RETURN



SHERIFF HAWKINS \$230.70

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,

Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST TENNESSEE BANK, N.A. d/b/a
FIRST HORIZON HOME LOAN
CORPORATION,

Plaintiff,

vs.

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN,
Defendants.

CIVIL DIVISION

NO.: 2006-1838-CD

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

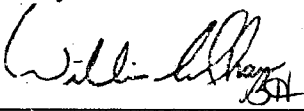
To satisfy the Judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

See attached Exhibit "A"

AMOUNT DUE	\$52,037.72
INTEREST from <u>1/25/07</u> to day of sale	\$ <u>1,759.20</u>
TOTAL	<u>\$53,796.92</u>
(Costs to be added)	<u>125.00</u>

Prothonotary costs

Prothonotary:

By: 
Clerk

Date: 1/29/07

Received January 30, 2007 @ 10:30 a.m.
Chester A. Hawkins
by Cynthia Butler-Alexander

Exhibit "A"

LEGAL DESCRIPTION

ALL, that certain lot or piece of ground situated in the Third Ward of Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post in line of Clearfield Street one hundred (100) feet east of the Eastern line of Williams Street; thence along the line of Clearfield Street West fifty (50) feet to a post and that part of the "Israel Schucker" homestead lot which, by division of the same made, has the homestead house on, and which is now owned by C.V. Shirley; thence by line of said part of said homestead lot North ninety (90) feet to a ten (10) foot alley for use of owners of the several parts of the Israel Schucker lot, as subdivided and sold; thence by said alley East fifty (50) feet to a post, corner of lot formerly of Thomas Swift, now owned by Anna Swift Wagner, being one of the lots of said subdivision; thence by said Wagner lot South ninety (90) feet to post in the Northern line of Clearfield Street and place of BEGINNING.

Parcel No. 4-3-K8-209.20

Property: 123 Clearfield Street, Clearfield, PA 16830

BEING the same premises which Doris J. Read and Fred E. Lingle, Co-Executors named in the Will of Earl W. Lingle, Deceased and Doris J. Read, Individually and Levis Read, Jr., Her Husband and Fred E. Lingle, A Single Man, by Deed dated November 16, 1990 and recorded on November 19, 1990 in and for Clearfield County, in Deed Book 1374, Page 420 granted and conveyed unto James L. Baldwin and Jacqueline L. Baldwin, Husband and Wife, as Tenants by the Entireties.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME JAMES L. BALDWIN

NO. 06-1838-CD

NOW, May 14, 2007, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on April 13, 2007, I exposed the within described real estate of James L. Baldwin And Jacqueline L. Baldwin to public venue or outcry at which time and place I sold the same to FIRST TENNESSEE BANK, N.A. he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	15.70
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	15.00
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$230.70

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$29.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	52,037.72
INTEREST @ %	0.00
FROM TO 04/13/2007	
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	1,759.20
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$53,836.92

COSTS:

ADVERTISING	420.10
TAXES - COLLECTOR	428.96
TAXES - TAX CLAIM	2,707.60
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	230.70
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$4,266.36

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
CIVIL DIVISION

FIRST TENNESSEE BANK, N.A. d/b/a FIRST
HORIZON HOME LOAN CORPORATION,
Plaintiff

vs.

JAMES L. BALDWIN and
JACQUELINE L. BALDWIN

Defendants

*
*
*
*
*
*
*

NO. 06-1838-CD

ORDER

NOW, this 26th day of February, 2007, the Plaintiff is granted leave to serve the
Notice of Sheriff Sale upon the Defendants **James L. Baldwin and Jacqueline L.**

Baldwin by:

1. Publication one time in The Progress (Clearfield) and the Clearfield
County Legal Journal;
2. By first class mail to 123 Clearfield Street, Clearfield, PA 16830;
3. By certified mail, return receipt requested, to 123 Clearfield Street,
Clearfield, PA 16830; and
4. By posting the mortgaged premises known in this herein action as
123 Clearfield Street, Clearfield, PA 16830.

Service of the aforementioned publication and mailings is effective upon the
date of publication and mailing and is to be done by Plaintiff's attorney, who will file
Affidavits of Service with the Prothonotary of Clearfield County.

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

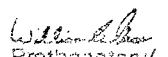
FEB 26 2007

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

Attest.


Prothonotary/
Clerk of Courts

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:

JACQUELINE L. BALDWIN
123 CLEARFIELD STREET
CL. FARFIELD, PA 16830

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Sharon Baldwin

☐ Agent
☐ Addressee

B. Received by (Printed Name)

Sharon Baldwin

C. Date of Delivery

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

3. Service Type

☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) **7006 0810 0001 4507 2759**

PS Form 3811, February 2004 Domestic Return Receipt

102595-02-M-1540

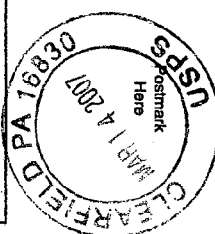
7006 0810 0001 4507 2759

U.S. Postal Service[®]
CERTIFIED MAIL[®] RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

For delivery information visit our website at www.usps.com

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.88



Sent To
Street, Apt. No., or PO Box No.
City, State ZIP+4

JACQUELINE L. BALDWIN
123 CLEARFIELD STREET
CLEARFIELD, PA 16830

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:

JAMES L. BALDWIN
123 CLEARFIELD STREET
CLEARFIELD, PA 16830

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
James L. Baldwin ☐ Addressee

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

James L. Baldwin

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

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number **7006 0810 0001 4507 2711**
(Transfer from service label)

PS Form 3811, February 2004 Domestic Return Receipt

102595-02-M-1540

7006 0810 0001 4507 2711

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

For delivery information visit our website at www.usps.com

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.88



Sent To: _____
Street, Apt. No., or PO Box No. JAMES L. BALDWIN
City, State, ZIP+4[®] 123 CLEARFIELD STREET
CLEARFIELD, PA 16830
PS Form 3800, June 2002 See Reverse for Instructions