

06-1852-CD  
Chase Hand Fin. Vs Eric J. Henico

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t  
Chase Manhattan Mortgage Corporation,

Plaintiff,

vs.

ERIC J. HENICO,

Defendant.

CIVIL DIVISION

NO.: 06-1852-CD

ISSUE NO.:

TYPE OF PLEADING  
Praecipe of Writ of Execution  
(Mortgage Foreclosure)

FILED ON BEHALF OF PLAINTIFF:

Chase Home Finance LLC, s/b/m/t Chase  
Manhattan Mortgage Corporation

COUNSEL OF RECORD FOR THIS  
PARTY:

Kristine M. Anthou, Esquire  
Pa. I.D. #77991

GRENNEN & BIRSIC, P.C.  
One Gateway Center  
Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

**FILED** Any pd. 20.00  
m 110.3762 rec shen ff  
FEB 26 2007 lewrits w/  
prop deser.  
William A. Shaw  
Prothonotary/Clerk of Courts (6K)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t  
Chase Manhattan Mortgage Corporation,

CIVIL DIVISION

Plaintiff,

NO.: 06-1852-CD

vs.

ERIC J. HENICO,

Defendant.

PRAECIPE FOR WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

TO: Prothonotary

SIR/MADAM:

Please issue a Writ of Execution, directed to the Sheriff of Clearfield County, against  
Defendant, Eric J. Henico, as follows:

Principal	\$48,230.46
Interest	\$ 3,888.50
Late Charges	\$ 199.04
Escrow Deficiency	\$ 904.34
Corporate Advances	\$ 729.96
Attorneys' Fees	\$ 1,250.00
Title Search, Foreclosure and Execution Costs	\$ 2,500.00
<b>TOTAL</b>	<b>\$57,702.30</b>

125.00

**Prothonotary costs**

GRENN & BIRSIC, P.C.

By:   
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t  
Chase Manhattan Mortgage Corporation,

CIVIL DIVISION

Plaintiff,

NO.: 06-1852-CD

vs.

ERIC J. HENICO,

Defendant.

AFFIDAVIT PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA )  
 )SS:  
COUNTY OF ALLEGHENY )

Chase Home Finance LLC, s/b/m/t Chase Manhattan Mortgage Corporation, Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information was of record concerning the real property of Eric J. Henico located at 46 Green Street, Westover, PA 16692 and is more fully described as follows:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF ERIC J. HENICO OF, IN  
AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE  
BOROUGH OF WESTOVER, COUNTY OF CLEARFIELD, AND COMMONWEALTH OF  
PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING BEING KNOWN AND  
NUMBERED AS 46 GREEN STREET, WESTOVER, PA 16692. INSTRUMENT NUMBER  
200302821 AND PARCEL #20-E17-358-71.

1. The name and address of the owner or reputed owner:

Eric J. Henico

46 Green Street  
Westover, PA 16692

2. The name and address of the defendant in the judgment:

Eric J. Henico

46 Green Street  
Westover, PA 16692

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

Chase Home Finance LLC, s/b/m/t Chase  
Manhattan Mortgage Corporation

[PLAINTIFF]

4. The name and address of the last record holder of every mortgage of record:

Chase Home Finance LLC, s/b/m/t Chase  
Manhattan Mortgage Corporation

[PLAINTIFF]

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

Clearfield County Domestic Relations

230 E. Market Street, 3<sup>rd</sup> Floor  
Clearfield, PA 16830

PA Department of Revenue

Bureau of Compliance  
P.O. Box 281230  
Harrisburg, PA 17128-1230

Commonwealth of Pennsylvania

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

6. The name and address of every other person who has any record interest in the property and whose interest may be affected by the sale: NONE

7. The name and address of every other person whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale: NONE

I verify that the statements made in the 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.A. §4904 relating to unsworn falsification to authorities.

GRENN & BIRSIC, P.C.

By: Kristine M. Anthou

Kristine M. Anthou, Esquire  
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED BEFORE

ME THIS 29<sup>th</sup> DAY OF February 2007.

Joanne M. Wehner  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Joanne M. Wehner, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires June 19, 2009

Member, Pennsylvania Association of Notaries

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

COPY

Chase Home Finance LLC, s/b/m/t  
Chase Manhattan Mortgage Corporation

Vs.

NO.: 2006-01852-CD

Eric J. Henico

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due CHASE HOME FINANCE LLC, s/b/m/t CHASE MANHATTAN MORTGAGE CORPORATION, Plaintiff(s) from ERIC J. HENICO, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

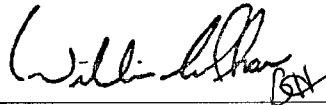
Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL:....\$48,230.46  
INTEREST:.....\$3,888.50  
ATTY'S FEES:.....\$1,250.00  
LATE CHARGES:.....\$199.04  
CORPORATE ADVANCES:.....\$729.96  
DATE: 02/26/2007

PROTHONOTARY'S COSTS PAID:.....\$125.00  
SHERIFF: \$  
OTHER COSTS: \$  
ESCROW DEFICIENCY:.....\$904.34  
TITLE SEARCH, FORECLOSURE, and  
EXECUTION COSTS:.....\$2,500.00



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

\_\_\_\_\_  
Sheriff

Requesting Party: Kristine M. Anthou, Esq.  
One Gateway Center, Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t  
Chase Manhattan Mortgage Corporation,

CIVIL DIVISION

Plaintiff,

NO.: 06-1852-CD

vs.

ERIC J. HENICO,

Defendant.

LONG FORM DESCRIPTION

ALL THAT CERTAIN parcel of land, consisting of two lots, situated in the Borough of Westover, County of Clearfield and State of Pennsylvania, bounded and described as follows:


BEGINNING at a point one hundred twenty (120) feet northerly from the intersection of Park Street and Green Street; thence in a northerly direction one hundred twenty (120) feet along Green Street to line of land now or formerly of Robert J. Noren and Jane Noren, husband and wife, the former grantors herein, out of which this conveyance is a part; thence by line through land of said Norens in a westerly direction one hundred fifty (150) feet to an alley; thence along alley in a southerly direction one hundred twenty (120) feet to land concurrently conveyed herewith to William D. Fronk and Rita L. Fronk, husband and wife; thence by the Fronk line in an easterly direction one hundred fifty (150) feet to a point in the line of Green Street and place of beginning.

BEING identified by Clearfield County Parcel Number 20-E17-358-71.

UNDER AND SUBJECT to the same exceptions, reservations, restrictions and conditions as exists by virtue of prior recorded instruments, deeds or conveyances.

BEING the same premises which John T. Killion, Executor of the Last Will and Testament of Helen L. Killion, by Deed dated February 4, 2003 and recorded in the Office of the Recorder of Deeds of Clearfield County on February 26, 2003, at Instrument Number 200302821, granted and conveyed unto Eric J. Henico.

GRENN & BIRSIC, P.C.

By:   
Kristine M. Anthou, Esquire  
Attorney for Plaintiff  
One Gateway Center, Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

Parcel #20-E17-358-71

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t  
Chase Manhattan Mortgage Corporation,

Plaintiff,

vs.

ERIC J. HENICO,

Defendant.

CIVIL DIVISION

NO.: 06-1852-CD

ISSUE NO.:

TYPE OF PLEADING  
Praeipe of Writ of Execution  
(Mortgage Foreclosure)

FILED ON BEHALF OF PLAINTIFF:

Chase Home Finance LLC, s/b/m/t Chase  
Manhattan Mortgage Corporation

COUNSEL OF RECORD FOR THIS  
PARTY:

Kristine M. Anthou, Esquire  
Pa. I.D. #77991

GRENN & BIRSIC, P.C.  
One Gateway Center  
Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

FILED

AUG 06 2011

William A. Shaw  
Prothonotary/Clerk of Courts

ICC &  
6 writs w/prop.  
desc. to Sheriff

Att'y fee  
\$20.00



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t  
Chase Manhattan Mortgage Corporation,

CIVIL DIVISION

Plaintiff,

NO.: 06-1852-CD

vs.

ERIC J. HENICO,

Defendant.

PRAECIPE FOR WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

TO: Prothonotary

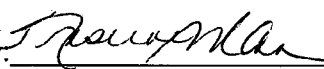
SIR/MADAM:

Please issue a Writ of Execution, directed to the Sheriff of Clearfield County, against Defendant, Eric J. Henico, as follows:

Principal	\$46,365.58
Interest	\$ 6,565.94
Late Charges	\$ 236.36
Escrow Deficiency	\$ 1,978.19
Unapplied Funds	(\$ 151.89)
Corporate Advances	\$ 2,873.04
Attorneys' Fees	\$ 1,250.00
Title Search, Foreclosure and Execution Costs	<u>\$ 2,500.00</u>
<b>TOTAL</b>	<b>\$61,617.22</b>

145.00 Prothonotary costs

GRENN & BIRSIC, P.C.

By:   
Attorneys for Plaintiff

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

COPY

Chase Home Finance LLC, s/b/m/t  
Chase Manhattan Mortgage Corporation

Vs.

NO.: 2006-01852-CD

Eric J. Henico

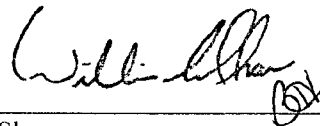
**TO THE SHERIFF OF CLEARFIELD COUNTY:**

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

- (1) See Attached Description

AMOUNT DUE/PRINCIPAL:.....\$46,365.58  
INTEREST:.....\$6,565.94  
ATTY'S FEES:.....\$1,250.00  
UNAPPLIED FUNDS:.....(\$151.89)  
CORPORATE ADVANCES:.....\$2,873.04  
DATE: 8/6/2010

PROTH. COSTS PAID:.....\$145.00  
SHERIFF: \$  
OTHER COSTS: \$  
TITLE SEARCH, FORECLOSURE,  
and EXECUTION COSTS:.....\$2,500.00  
LATE CHARGES:.....\$236.36  
ESCROW DEFICIENCY:.....\$1,978.19



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

\_\_\_\_\_  
Sheriff

Requesting Party: Kristine M. Anthou, Esq.  
One Gateway Center, Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t  
Chase Manhattan Mortgage Corporation,

CIVIL DIVISION

Plaintiff,

NO.: 06-1852-CD

vs.

ERIC J. HENICO,

Defendant.

LONG FORM DESCRIPTION

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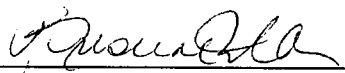
BEGINNING at a point one hundred twenty (120) feet northerly from the intersection of Park Street and Green Street; thence in a northerly direction one hundred twenty (120) feet along Green Street to line of land now or formerly of Robert J. Noren and Jane Noren, husband and wife, the former grantors herein, out of which this conveyance is a part; thence by line through land of said Norens in a westerly direction one hundred fifty (150) feet to an alley; thence along alley in a southerly direction one hundred twenty (120) feet to land concurrently conveyed herewith to William D. Fronk and Rita L. Fronk, husband and wife; thence by the Fronk line in an easterly direction one hundred fifty (150) feet to a point in the line of Green Street and place of beginning.

BEING identified by Clearfield County Parcel Number 20-E17-358-71.

UNDER AND SUBJECT to the same exceptions, reservations, restrictions and conditions as exists by virtue of prior recorded instruments, deeds or conveyances.

BEING the same premises which John T. Killion, Executor of the Last Will and Testament of Helen L. Killion, by Deed dated February 4, 2003 and recorded in the Office of the Recorder of Deeds of Clearfield County on February 26, 2003, at Instrument Number 200302821, granted and conveyed unto Eric J. Henico.

GRENN & BIRSIC, P.C.

By:   
Kristine M. Anthou, Esquire  
Attorney for Plaintiff  
One Gateway Center, Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

Parcel #20-E17-358-71

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

Chase Home Finance LLC, s/b/m/t  
Chase Manhattan Mortgage Corporation

Vs.

NO.: 2006-01852-CD

Eric J. Henico

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due CHASE HOME FINANCE LLC, s/b/m/t CHASE MANHATTAN MORTGAGE CORPORATION, Plaintiff(s) from ERIC J. HENICO, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

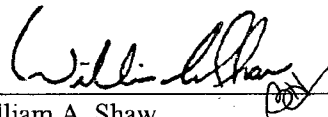
Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

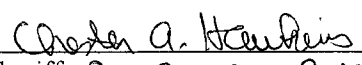
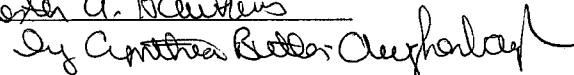
(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL:....\$48,230.46  
INTEREST:.....\$3,888.50  
ATTY'S FEES:.....\$1,250.00  
LATE CHARGES:.....\$199.04  
CORPORATE ADVANCES:.....\$729.96  
DATE: 02/26/2007

PROTHONOTARY'S COSTS PAID:.....\$125.00  
SHERIFF: \$  
OTHER COSTS: \$  
ESCROW DEFICIENCY:.....\$904.34  
TITLE SEARCH, FORECLOSURE, and  
EXECUTION COSTS:.....\$2,500.00

  
\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 26<sup>th</sup> day  
of February A.D. 2007  
At 10:30 AM/P.M.

  
\_\_\_\_\_  
Sheriff 

Requesting Party: Kristine M. Anthou, Esq.  
One Gateway Center, Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t  
Chase Manhattan Mortgage Corporation,

CIVIL DIVISION

Plaintiff,

NO.: 06-1852-CD

vs.

ERIC J. HENICO,

Defendant.

LONG FORM DESCRIPTION

ALL THAT CERTAIN parcel of land, consisting of two lots, situated in the Borough of Westover, County of Clearfield and State of Pennsylvania, bounded and described as follows:


BEGINNING at a point one hundred twenty (120) feet northerly from the intersection of Park Street and Green Street; thence in a northerly direction one hundred twenty (120) feet along Green Street to line of land now or formerly of Robert J. Noren and Jane Noren, husband and wife, the former grantors herein, out of which this conveyance is a part; thence by line through land of said Norens in a westerly direction one hundred fifty (150) feet to an alley; thence along alley in a southerly direction one hundred twenty (120) feet to land concurrently conveyed herewith to William D. Fronk and Rita L. Fronk, husband and wife; thence by the Fronk line in an easterly direction one hundred fifty (150) feet to a point in the line of Green Street and place of beginning.

BEING identified by Clearfield County Parcel Number 20-E17-358-71.

UNDER AND SUBJECT to the same exceptions, reservations, restrictions and conditions as exists by virtue of prior recorded instruments, deeds or conveyances.

BEING the same premises which John T. Killion, Executor of the Last Will and Testament of Helen L. Killion, by Deed dated February 4, 2003 and recorded in the Office of the Recorder of Deeds of Clearfield County on February 26, 2003, at Instrument Number 200302821, granted and conveyed unto Eric J. Henico.

GRENN & BIRSIC, P.C.

By: 

Kristine M. Anthou, Esquire

Attorney for Plaintiff

One Gateway Center, Ninth Floor

Pittsburgh, PA 15222

(412) 281-7650

Parcel #20-E17-358-71

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME ERIC J. HENICO

NO. 06-1852-CD

NOW, January 12, 2008, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Eric J. Henico to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	32.01
LEVY	15.00
MILEAGE	32.01
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.09
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	40.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$259.11</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	48,230.46
INTEREST @	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	199.04
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	904.34
PROPERTY INSPECTIONS	
INTEREST	3,888.50
MISCELLANEOUS	3,229.96
<b>TOTAL DEBT AND INTEREST</b>	<b>\$57,722.30</b>

**COSTS:**

ADVERTISING	242.26
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	259.11
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$910.37</b>

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

CHESTER A. HAWKINS, Sheriff



**GRENN & BIRSIC, P.C.**

ATTORNEYS AT LAW

ONE GATEWAY CENTER, NINTH FLOOR  
PITTSBURGH, PENNSYLVANIA 15222

TEL (412) 281-7650 FAX (412) 281-7657

May 30, 2007

**VIA FAX (814) 765-5915**

Attention: Real Estate Dept.  
Office of the Sheriff  
CLEARFIELD COUNTY

Dear Sir/Madam:

This letter shall serve as authorization for the Sheriff's Office of Clearfield County to continue the sheriff's sale scheduled for June 1, 2007 to August 3, 2007, as Defendant filed bankruptcy. Please make a public announcement of the continuance at the time of the regularly scheduled sheriff's sale.

**Chase Home Finance LLC, s/b/m/t Chase  
Manhattan Mortgage Corporation**

vs.

**Eric J. Henico  
46 Green Street, Westover, PA 16692  
Case #06-1852-CD**

If you have any questions or need any additional information, please do not hesitate to contact me at the numbers listed above.

Very truly yours,

Kristine M. Anthou  
Attorney for Plaintiff

KMA/zd



**GRENN & BIRSIC, P.C.**

ATTORNEYS AT LAW

ONE GATEWAY CENTER, NINTH FLOOR  
PITTSBURGH, PENNSYLVANIA 15222

TEL (412) 281-7650 FAX (412) 281-7657

July 31, 2007

**VIA FAX (814) 765-5915**

Attention: Real Estate Dept.  
Office of the Sheriff  
CLEARFIELD COUNTY

Dear Sir/Madam:

This letter shall serve as authorization for the Sheriff's Office of Clearfield County to continue the sheriff's sale scheduled for August 3, 2007 to October 5, 2007, as Defendant is still in bankruptcy. Please make a public announcement of the continuance at the time of the regularly scheduled sheriff's sale.

**Chase Home Finance LLC, s/b/m/t Chase  
Manhattan Mortgage Corporation**

vs.

**Eric J. Henico  
46 Green Street, Westover, PA 16692  
Case #06-1852-CD**

If you have any questions or need any additional information, please do not hesitate to contact me at the numbers listed above.

Very truly yours,

Brian M. Kile  
Attorney for Plaintiff

BMK/zd





**GRENN & BIRSIC, P.C.**

ATTORNEYS AT LAW

ONE GATEWAY CENTER, NINTH FLOOR  
PITTSBURGH, PENNSYLVANIA 15222

TEL (412) 281-7650 FAX (412) 281-7657

September 26, 2007

**VIA FAX (814) 765-5915**

Attention: Real Estate Dept.  
Office of the Sheriff  
CLEARFIELD COUNTY

Dear Sir/Madam:

This letter shall serve as authorization for the Sheriff's Office of Clearfield County to STAY the sheriff's sale scheduled for October 5, 2007 as Defendant is still in bankruptcy. Please make a public announcement of the stay at the time of the regularly scheduled sheriff's sale.

**Chase Home Finance LLC, s/b/m/t Chase  
Manhattan Mortgage Corporation  
vs.**

**Eric J. Henico  
46 Green Street, Westover, PA 16692  
Case #06-1852-CD**

If you have any questions or need any additional information, please do not hesitate to contact me at the numbers listed above.

Very truly yours,

Kristine M. Anthou  
Attorney for Plaintiff

KMA/zd

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t  
Chase Manhattan Mortgage Corporation,

Plaintiff,

vs.

ERIC J. HENICO,

Defendant.

CIVIL DIVISION

NO.: 06-1852-CD

TYPE OF PLEADING:

CIVIL ACTION-COMPLAINT  
IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF PLAINTIFF:

Chase Home Finance LLC, s/b/m/t Chase  
Manhattan Mortgage Corporation

TO DEFENDANT

You are hereby notified to plead to the ENCLOSED  
COMPLAINT WITHIN TWENTY (20) DAYS  
FROM SERVICE HEREOF

  
ATTORNEY FOR PLAINTIFF

COUNSEL OF RECORD FOR THIS  
PARTY:

Kristine M. Anthou, Esquire  
Pa. I.D. #77991

I HEREBY CERTIFY THAT THE ADDRESS  
OF THE PLAINTIFF IS:  
3415 Vision Drive  
Columbus, OH 43219

AND THE DEFENDANT IS:  
46 Green Street  
Westover, PA 16692

  
ATTORNEY FOR PLAINTIFF

GRENNEN & BIRSIC, P.C.  
One Gateway Center  
Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

CERTIFICATE OF LOCATION  
I HEREBY CERTIFY THAT THE LOCATION OF  
THE REAL ESTATE AFFECTED BY THIS LIEN IS

46 Green Street

Borough of Westover  
(CITY, BORO, TOWNSHIP) (WARD)

  
ATTORNEY FOR PLAINTIFF

FILED  
m 11:50 AM  
NOV 09 2006  
Any pd. 85.00  
ICC Shff  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t  
Chase Manhattan Mortgage Corporation,

CIVIL DIVISION

Plaintiff,

NO.:

vs.

ERIC J. HENICO,

Defendant.

**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 DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16380  
(814) 765-2641 Ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t  
Chase Manhattan Mortgage Corporation,

CIVIL DIVISION

Plaintiff,

NO.:

vs.

ERIC J. HENICO,

Defendant.

**CIVIL ACTION COMPLAINT IN MORTGAGE FORECLOSURE**

Chase Home Finance LLC, s/b/m/t Chase Manhattan Mortgage Corporation, by its attorneys, Grenen & Birsic, P.C., files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is Chase Home Finance LLC, s/b/m/t Chase Manhattan Mortgage Corporation, which has its principal place of business at 3415 Vision Drive, Columbus, Ohio 43219 and is authorized to do business in the Commonwealth of Pennsylvania.

2. The Defendant, Eric J. Henico, is an individual whose last known address is 46 Green Street, Westover, PA 16692.

3. On or about February 21, 2003, Defendant executed a Note in favor of Plaintiff in the original principal amount of \$50,500.00. A true and correct copy of said Note is marked Exhibit "A," attached hereto and made a part hereof.

4. On or about February 21, 2003, as security for payment of the aforesaid Note, Defendant made, executed and delivered to Plaintiff a Mortgage in the original principal amount of \$50,500.00 on the premises hereinafter described, said Mortgage being recorded in the Office

of the Recorder of Deeds of Clearfield County on February 26, 2003, at Instrument Number 200302822. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "B," attached hereto and made a part hereof.

5. Defendant is the record and real owner of the aforesaid mortgaged premises.

6. Defendant is 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. Defendant is due for the April 1, 2006 payment.

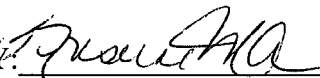
7. On or about September 25, 2006, Defendant was mailed a combined Act 91 and Act 6 Notice, via certified mail, return receipt requested, and by first class mail, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and Act 6 of 1974, 41 P.S. §101, et seq.

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

Principal	\$48,230.46
Interest to 9/19/06	\$ 1,676.78
Late Charges to 9/19/06	\$ 99.52
Escrow Deficiency to 9/19/06	\$ 560.18
Corporate Advances	\$ 0.00
Attorney's fees	\$ 1,250.00
Title Search, Foreclosure and Execution Costs	<u>\$ 2,500.00</u>
<b>TOTAL</b>	<b>\$54,316.94</b>

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$54,316.94 with interest thereon at the rate of \$8.26 per diem from September 19, 2006, and additional late charges, additional reasonable and actually incurred attorney's fees, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

GRENN & BIRSIC, P.C.

BY: 

Kristine M. Anthou, Esquire  
Attorneys for Plaintiff  
One Gateway Center, Ninth Floor  
Pittsburgh, PA 15222  
(412) 281 7650

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

**EXHIBIT “A”**

1041825624

44-017-209688405

## NOTE

**FEBRUARY 21, 2003**

[Date]

**LIGONIER**

[City]

**PENNSYLVANIA**

[State]

**46 GREEN STREET, WESTOVER, PENNSYLVANIA 16692**

[Property Address]

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ **50,500.00** (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **CHASE MANHATTAN MORTGAGE CORPORATION, A NEW JERSEY CORPORATION**

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 **6.25000 %**.

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 **01ST** day of each month beginning on **APRIL 01, 2003**

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 **MARCH 01, 2033**, 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

**1400 EAST NEWPORT CENTER DRIVE, DEERFIELD BEACH, FLORIDA 33442**

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. \$ **310.94**

### 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.

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

ZA85:05/02

(Page 1 of 4)

Form 3200 1/01

*ESH*





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.

#### 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 5.000 % 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.

**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.

Eric J. Hemco (Seal)  
ERIC J. HEMCO - Borrower

\_\_\_\_ (Seal)  
- Borrower

\_\_\_\_ (Seal)  
- Borrower

Pay to the Order of  
Without Recourse  
Chase Manhattan Mortgage Corporation

ZA87: 09/00

BY [Signature] (Page 3 of 4)  
VICTORIA ALEX/ASST. SECRETARY

Form 3200 1/01

1041825624

\_\_\_\_\_  
(Seal)

- Borrower

\_\_\_\_\_  
(Seal)

- Borrower

\_\_\_\_\_  
(Seal)

- Borrower

*[Sign Original Only]*

1041825624

Henico

## SCHEDULE A, PART 2

TAX MAP NO. 20-E17-358-71

All that certain piece, parcel or lot of ground situate in the Borough of Westover, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point 120 feet northerly from the intersection of Park Street and Green Street; thence in a northerly direction 120 feet along Green Street to line of land now or late of Robert J. Noren, et ux., thence by a line through land of said Norens in a westerly direction 150 feet to an alley; thence along said alley in a southerly direction 120 feet to land now or late of William D. Fronk, et ux.; thence by the Fronk line in an easterly direction 150 feet to a point in the line of Green Street and the place of beginning.

Form RD 1980-17  
(Rev. 1-98)  
Rural Housing Loan  
7 CFR Part 1980  
Subpart D

Position  
**UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT  
RURAL HOUSING SERVICE**

Form Approved  
OMB No. 0575-0078

X1041825624

**LOAN NOTE GUARANTEE**

	State PENNSYLVANIA
	County CLEARFIELD
	Date of Note 02-21-2003
Borrower Name ERIC J HENICO	RHS Case No. 44-017-209688405
Lender CHASE MANHATTAN MORTGAGE CORPORATION	Lender IRS ID No. 221092200
Lender's Address 1400 E NEWPORT CENTER DR. DEERFIELD BEACH, FL 33442-7713	Principal Amount of Loan \$ 50,500.00

This Loan Note Guarantee is issued under Lender Agreement for Guaranteed Single Family Housing Loans dated 05-31-1996

\_\_\_\_\_ in connection with the above identified loan.

In consideration of the making of the subject loan by the Lender, the United States of America, acting through the Rural Housing Service of the Rural Development mission area (herein called "RHS"), pursuant to Title V of the Housing Act of 1949 (42 U.S.C. 1471 et. sec.), agrees that, subject to the terms and conditions herein, it will pay to the Lender the lesser of

1. Any loss of an amount equal to 90 percent of the principal amount actually advanced to the Borrower, or
2. Any loss sustained by the lender of an amount up to 35 percent of the principal amount actually advanced to the Borrower, plus 85 percent of any additional loss sustained by the Lender of an amount up to the remaining 65 percent the principal amount actually advanced to the Borrower.

Loss includes only (a) principal and interest evidenced by the Note; (b) any loan subsidy due and owing; and (c) any principal and interest indebtedness on RHS approved protective advances for protection and preservation of collateral. Interest (including any subsidy) shall be covered by the Loan Note Guarantee to the date of the final loss settlement when the Lender conducts liquidation of collateral in an expeditious manner. Net proceeds received from liquidation of the collateral will be used in calculating the amount of loss sustained by the Lender. If the Lender acquires the collateral, the net proceeds from collateral for calculating loss shall be determined by RHS as follows: (i) the collateral will be appraised at its current market value as of the date of acquisition by the Lender then (ii) deduct from such appraised value an estimate of liquidation costs which will include an allowance for the estimated time the property will be held by the Lender.

If RHS conducts the liquidation of the loan, loss occasioned to a Lender by accruing interest after the date RHS accepts responsibility for the liquidation will not be covered by the Loan Note Guarantee.

Lender may sell the guaranteed loan only to a Lender which meets the qualifications and in the manner as provided in Subpart D, 7 CFR 1980. Such loan must not be in default at the time of the sale. Lender may obtain participation in its loan under its procedures. Participation means a sale of an interest in the loan wherein the Lender retains the note, collateral securing the note, and all responsibility for all loan servicing and liquidation. A participant has no rights under this instrument.

**CONDITIONS OF THE GUARANTEE**

**1. Loan Servicing**

Lender will be responsible for servicing the entire loan and Lender will remain mortgagee and/or secured party of record. The Lender may sell the loan servicing rights to an RHS eligible Lender when the purchasing Lender agrees to be bound by all of the same terms as the selling Lender and this agreement and the RHS Lender Agreement for Guaranteed Single Family Housing Loans.

**2. Full Faith and Credit**

The Loan Note Guarantee constitutes an obligation supported by full faith and credit of the United States and is incontestable except for fraud or misrepresentation of which the lender has actual knowledge at the time it becomes such lender or which the lender participates in or condones. A note which provides for the payment of interest on interest shall not be guaranteed. If the note to which this instrument is attached or relates provides for the payment of interest on interest, then this Loan Note Guarantee is void. In addition, the Loan Note Guarantee will be unenforceable by the lender to the extent any loss is occasioned by violation of usury laws, negligent servicing, or failure to obtain the required security regardless of the time at which RHS acquires knowledge of the foregoing. Any losses

*According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0078. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

occasioned will be unenforceable by the lender to the extent that loan funds are used for purposes other than those approved by RHS in its Form RD 1980-18, "Conditional Commitment for Single Family Housing Loan Guarantee." Negligent servicing is defined as the failure to perform those services which a reasonably prudent lender would perform in servicing its own loan portfolio of loans that are not guaranteed. The term includes not only the concept of a failure to act but also not acting in a timely manner or acting contrary to the manner in which a reasonably prudent lender would act up to the time of loan maturity or until a final loss is paid.

3. Lender will receive all payments or principal and interest and any loan subsidy on the account of the entire loan.

4. Protective Advances made by the Lender pursuant to RHS regulations will be guaranteed against a percentage of the loss to the same extent as provided in this Loan Note Guarantee.

5. The Loan Note Guarantee will terminate automatically (a) upon full payment of the guaranteed loan; or (b) upon full payment of any loss obligation hereunder; or (c) upon written notice from the Lender to RHS that the guarantee will terminate provided this Loan Note Guarantee is returned to be canceled by RHS.

6. Any amount due under this instrument will be determined and paid, as provided in 7 CFR Part 1980, Subpart D in effect on the date of this instrument.

7. All notices and actions will be initiated through RHS HARRISBURG for PENNSYLVANIA (State)

at the following mailing address: ONE CREDIT UNION PLACE  
SUITE #330  
HARRISBURG, PA 17110-2996

UNITED STATES OF AMERICA  
RURAL DEVELOPMENT  
RURAL HOUSING SERVICE

By: *Seda Klenfelter*

Title: GRH SPECIALIST

Date: 04-02-2003

Assumption Agreement by: \_\_\_\_\_ Dated: \_\_\_\_\_  
(Transferee)

Assumption Approved by RHS: \_\_\_\_\_ Dated: \_\_\_\_\_  
(new note, if taken, is attached)

Assumption Agreement by: \_\_\_\_\_ Dated: \_\_\_\_\_  
(Transferee)

Assumption Approved by RHS: \_\_\_\_\_ Dated: \_\_\_\_\_  
(new note, if taken, is attached)

## EXHIBIT “B”

KAREN L. STARK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
PENNSYLVANIA

INSTRUMENT NUMBER  
200302822

RECORDED ON

FEB 26, 2003  
11:25:49 AM

Total Pages: 18

RECORDING FEES -	\$41.00
RECORDER	
COUNTY IMPROVEMENT	\$2.00
FUND	
RECORDER IMPROVEMENT	\$3.00
FUND	
JCS/ACCESS TO	\$10.00
JUSTICE	
STATE WRIT TAX	\$0.50
TOTAL	\$56.50
CUSTOMER	
CLOSING SPECIALIST	

RECORD AND RETURN TO:  
CHASE MANHATTAN MORTGAGE CORPORATION  
1500 N. 19TH STREET, 6TH FLOOR  
MONROE, LOUISIANA 71201  
ATTN: DOC CONTROL

Parcel ID No.

[Space Above This Line for Recording Data]

1041825624

44-017-209688405

## MORTGAGE

### 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 FEBRUARY 21, 2003 together with all Riders to this document.

(B) "Borrower" is  
ERIC J. HENICO, A SINGLE MAN

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is  
CHASE MANHATTAN MORTGAGE CORPORATION, A NEW JERSEY CORPORATION

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
PA51 : 04/01 (Page 1)

Form 3039 1/01

ESH



\* 1 0 4 1 8 2 5 6 2 4 \*



Lender is a **CORPORATION**  
 organized and existing under the laws of **THE STATE OF NEW JERSEY**  
 Lender's address is  
**1400 EAST NEWPORT CENTER DRIVE, DEERFIELD BEACH, FLORIDA 33442**

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **FEBRUARY 21, 2003**

The Note states that Borrower owes Lender

**FIFTY THOUSAND FIVE HUNDRED AND 00/100-----**

Dollars (U.S. \$ **50,500.00** ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **MARCH 01, 2033**

(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]:

- ☐ Adjustable Rate Rider ☐ Condominium Rider ☐ Second Home Rider  
☐ Balloon Rider ☐ Planned Unit Development Rider ☐ Biweekly Payment Rider  
☐ 1-4 Family Rider  
☐ 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.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §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

Fannie Mae/Freddie Mac UNIFORM INSTRUMENT 1/01

PA52 : 07/01

(Page 2)

ESH

1041825624

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

[Type of Recording Jurisdiction]

of CLEARFIELD :

[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of 46 GREEN STREET

WESTOVER

[City]

, Pennsylvania 16692

[Street]

[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER 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.

EJH

**ATTACHMENT "A"**  
**MORTGAGE DESCRIPTION RIDER**

**TAX MAP NO. 20-E17-358-71**

**All that certain piece, parcel or lot of ground situate in the Borough of Westover, Clearfield County, Pennsylvania, bounded and described as follows:**

**BEGINNING** at a point 120 feet northerly from the intersection of Park Street and Green Street; thence in a northerly direction 120 feet along Green Street to line of land now or late of Robert J. Noren, et ux., thence by a line through land of said Norens in a westerly direction 150 feet to an alley; thence along said alley in a southerly direction 120 feet to land now or late of William D. Fronk, et ux.; thence by the Fronk line in an easterly direction 150 feet to a point in the line of Green Street and the place of beginning.

**SUBJECT TO** coal and mining rights, rights of way, easements, building lines, covenants, conditions, restrictions, etc., as same may appear in prior instruments of record.

**BEING** the same property acquired by the Mortgagor herein by deed from the Estate of Helen L. Killion, to be recorded contemporaneously with this mortgage.

**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 payment is 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.

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.

**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:

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(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 Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or 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.

1041825624

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.

ESH

**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 in the notice 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.

1041825624

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.

**BORROWERS:**

Eric J. Henrico (Seal)  
ERIC J. HENICO - Borrower

\_\_\_\_ (Seal)  
- Borrower

\_\_\_\_ (Seal)  
- Borrower

\_\_\_\_ (Seal)  
- Borrower

\_\_\_\_ (Seal)  
- Borrower

\_\_\_\_ (Seal)  
- Borrower

1041825624

[Space Below This Line For Acknowledgement]

The State of PA, County of Westmoreland  
On this the 21<sup>st</sup> day of February, 2003, before me,  
David R. Keiser, the undersigned

Eric J. Henric

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

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

My commission expires:

David R. Keiser  
Title of Officer



Notarial Seal  
David R. Keiser, Notary Public  
Ligonier Boro, Westmoreland County  
My Commission Expires Mar. 4, 2006  
Member, Pennsylvania Association of Notaries

CERTIFICATE OF RESIDENCE (MORTGAGEE)

As Lender, I hereby certify that the correct address of Lender is  
**1400 EAST NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442**

David R. Keiser  
Agent of Lender

Fannie Mae/Freddie Mac UNIFORM INSTRUMENT 1/01

PA56 : 07/01

(Page 16)

ESH



Lender: CHASE MANHATTAN MORTGAGE CORPORATION, A NEW JERSEY CORPORATION

Borrower: ERIC J. HENICO

Property Address: 46 GREEN STREET  
WESTOVER, PENNSYLVANIA 16692

Loan Number: 1041825624

**PENNSYLVANIA  
CERTIFICATE OF RESIDENCE**

I, David R. Keisel, on behalf of  
CHASE MANHATTAN MORTGAGE CORPORATION, A NEW JERSEY CORPORATION

(Mortgagee) certify, pursuant to Pennsylvania Statute Section 625 that the following address  
1400 EAST NEWPORT CENTER DRIVE  
DEERFIELD BEACH, FLORIDA 33442  
is the precise address of Mortgagee.

Date: FEBRUARY 21, 2003

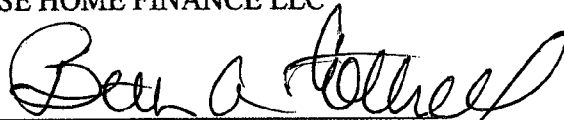
CHASE MANHATTAN MORTGAGE CORPORATION, A NEW JERSEY CORPORATION

By: David R. Keisel

VERIFICATION

**BETH A. COTTRELL**, Assistant Secretary, and duly authorized representative of Chase Home Finance LLC, deposes and says, subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to unsworn falsification to authorities, that the facts set forth in the foregoing Complaint are true and correct to his/her knowledge, information and belief.

CHASE HOME FINANCE LLC

A handwritten signature in black ink, appearing to read "Beth A. Cottrell", is written over a horizontal line.

**BETH A. COTTRELL**, Assistant Secretary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102120  
NO: 06-1852-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CHASE HOME FINANCE LLC s/b/m/t  
vs.  
DEFENDANT: ERIC J. HENICO

SHERIFF RETURN

NOW, November 30, 2006 AT 1:00 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ERIC J. HENICO DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ERIC J. HENICO, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: SNYDER /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GRENNEN	113504	10.00
SHERIFF HAWKINS	GRENNEN	113504	48.37

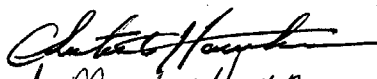
FILED  
01/10:25 am  
FEB 09 2007

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

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

So Answers,

  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t  
Chase Manhattan Mortgage Corporation,

Plaintiff,

vs.

ERIC J. HENICO,  
  
Defendant.

CIVIL DIVISION

NO.: 06-1852-CD

TYPE OF PLEADING

Pa. R.C.P. RULE 3129.2(c)(2)  
PURSUANT TO RULE 3129.1  
LIENHOLDER AFFIDAVIT OF  
SERVICE

FILED ON BEHALF OF PLAINTIFF:

Chase Home Finance LLC, s/b/m/t Chase  
Manhattan Mortgage Corporation

COUNSEL OF RECORD FOR THIS  
PARTY:

Kristine M. Anthou, Esquire  
Pa. I.D. #77991

GRENNEN & BIRSIC, P.C.  
One Gateway Center  
Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

Sale date: 6/1/07

**FILED**

APR 09 2007  
11/8:30/ [Signature]  
William A. Shaw  
Prothonotary/Clerk of Courts  
no c/c

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t  
Chase Manhattan Mortgage Corporation,

CIVIL DIVISION

Plaintiff,

NO.: 06-1852-CD

vs.

ERIC J. HENICO,

Defendant.


Pa. R.C.P. RULE 3129.2(c)(2)  
LIENHOLDER AFFIDAVIT OF SERVICE

I, Kristine M. Anthou, Attorney for Plaintiff, Chase Home Finance LLC, s/b/m/t Chase Manhattan Mortgage Corporation, being duly sworn according to law, deposes and makes the following Affidavit regarding service of the notice of the sale of real property on all persons named in Paragraphs 3 through 7 of Plaintiff's Affidavit Pursuant to Rule 3129.1 as follows

1. By letters dated March 15, 2007, undersigned counsel served all persons (other than the Plaintiff) named in Paragraphs 3 through 7 of Plaintiff's Affidavit Pursuant to Rule 3129.1 with a notice of the sale of real property by ordinary mail at the respective addresses set forth in the Affidavit Pursuant to Rule 3129.1. True and correct copies of said Affidavit Pursuant to Rule 3129.1 and Certificates of Mailing and any letters, if returned as of this date, are marked Exhibit "A", attached hereto, and made a part hereof.

I verify that the facts contained in this Affidavit are true and correct based upon my personal knowledge, information and belief.

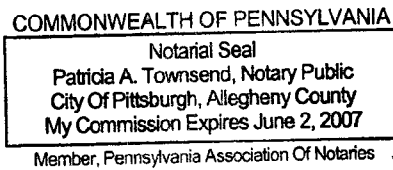
GRENN & BIRSIC, P.C.

BY:   
Kristine M. Anthou, Esquire  
Attorney for Plaintiff  
One Gateway Center, Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 5th DAY OF April 2007.

  
Notary Public



## EXHIBIT “A”





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

Chase Home Finance LLC, s/b/m/t Chase  
Manhattan Mortgage Corporation

[PLAINTIFF]

4. The name and address of the last record holder of every mortgage of record:

Chase Home Finance LLC, s/b/m/t Chase  
Manhattan Mortgage Corporation

[PLAINTIFF]

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

Clearfield County Domestic Relations

230 E. Market Street, 3<sup>rd</sup> Floor  
Clearfield, PA 16830

PA Department of Revenue

Bureau of Compliance  
P.O. Box 281230  
Harrisburg, PA 17128-1230

Commonwealth of Pennsylvania

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

6. The name and address of every other person who has any record interest in the property and whose interest may be affected by the sale: NONE

7. The name and address of every other person whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale: NONE

I verify that the statements made in the 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.A. §4904 relating to unsworn falsification to authorities.

GRENN & BIRSIC, P.C.

By: Kristine M. Anthou

Kristine M. Anthou, Esquire  
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED BEFORE

ME THIS 27<sup>th</sup> DAY OF February 2007.

Joanne M. Wehner  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Joanne M. Wehner, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires June 19, 2009

Member, Pennsylvania Association of Notaries

Name and Address of Sender

Grenen & Birsic, P.C.  
One Gateway Center, 9<sup>th</sup> Floor  
Pittsburgh, PA 15222

Check type of mail or service:

- ☐ Certified  
☐ COD  
☐ Registered  
☐ Delivery Confirmation  
☐ Express Mail  
☐ Insured  
☐ Recorded Delivery (International)  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation

Article Number

Addressee (Name, Street, City, State, & Zip Code)

Postage

Fee

Handling Charge

Actual Value if Registered

Insured Value

Due Sender if COB

Postage Fee

SH Fee

RD Fee

RR Fee

1. Clearfield County Domestic Relations

230 E. Market Street, 3<sup>rd</sup> Floor  
Clearfield, PA 16830

.39

.30

2. PA Department of Revenue

Bureau of Compliance  
P.O. Box 281230  
Harrisburg, PA 17128-1230

.39

.30

3. Commonwealth of Pennsylvania

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

.39

.30

4.

5.

6.

7.

8.

Total Number of Pieces Listed by Sender

Total Number of Pieces Received at Post Office

Postmaster, Per (Name of receiving employee)

See Privacy Act Statement on Reverse

Complete by Typewriter, Ink, or Ball Point Pen

PS Form 3877, February 2002 (Page 1 of 2)

75-7524 Itemico (20)

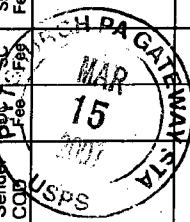


02 1P

\$00.900

0002421379 MAR 15 2007

MAILED FROM ZIP CODE 15222



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t  
Chase Manhattan Mortgage Corporation,

Plaintiff,

vs.

ERIC J. HENICO,  
  
Defendant.

CIVIL DIVISION

NO.: 06-1852-CD

TYPE OF PLEADING

Pa. R.C.P. RULE 3129.2(c)  
AFFIDAVIT OF SERVICE  
DEFENDANTS/OWNERS

FILED ON BEHALF OF PLAINTIFF:

Chase Home Finance LLC, s/b/m/t Chase  
Manhattan Mortgage Corporation

COUNSEL OF RECORD FOR THIS  
PARTY:

Kristine M. Anthou, Esquire  
Pa. I.D. #77991

GRENNEN & BIRSIC, P.C.  
One Gateway Center  
Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

Sale date: 6/1/07

**FILED**

APR 09 2007

m/8:30/w

William A. Shaw (sm)  
Prothonotary/Clerk of Courts

woc/c

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t  
Chase Manhattan Mortgage Corporation,

CIVIL DIVISION

Plaintiff,

NO.: 06-1852-CD

vs.

ERIC J. HENICO,

Defendant.

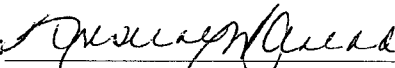
Pa. R.C.P. RULE 3129.2(c) AFFIDAVIT OF SERVICE  
DEFENDANTS/OWNERS

Kristine M. Anthou, Esquire, Attorney for Plaintiff, Chase Home Finance LLC, s/b/m/t Chase Manhattan Mortgage Corporation, being duly sworn according to law deposes and makes the following Affidavit regarding service of Plaintiff's notice of the sale of real property in this matter on June 1, 2007 as follows:

1. Eric J. Henico is the owner of the real property and has not entered an appearance of record.
2. By letter dated March 15, 2007, the undersigned counsel served Defendant, Eric J. Henico, with a true and correct copy of Plaintiff's notice of the sale of real property by certified mail, restricted delivery, return receipt requested, addressed to 46 Green Street, Westover, PA 16692. On or about March 21, 2007, the signed certified mail receipt was returned to Plaintiff, indicating the Defendant was served with the Notice of Sheriff's Sale. A true and correct copy of the returned certified mail receipt, is marked Exhibit "A", attached hereto and made a part hereof.


I verify that the facts contained in this Affidavit are true and correct based upon my personal knowledge, information, and belief.

GRENN & BIRSIC, P.C.

BY:   
Kristine M. Anthou, Esquire  
Attorney for Plaintiff  
One Gateway Center, Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 5th DAY OF April 2007.

  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Patricia A. Townsend, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires June 2, 2007  
Member, Pennsylvania Association Of Notaries

**EXHIBIT “A”**

7005 2570 0001 6021 3630

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ .39
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	3.70
Total Postage & Fees	\$ 8.34

Postmark Here  
 3/15/07  
 NOS

Sent To  
 Street, Apt. No.,  
 or PO Box No. Eric J. Henico  
 46 Green Street  
 City, State, ZIP+4 Westover, PA 16692

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  X <i>Eric Henico</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)  <i>Eric Henico</i></p> <p>C. Date of Delivery  <i>3-20-07</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No</p> <p><b>RECEIVED MAR 21 2007</b></p>
<p>1. Article Addressed to:</p> <p><i>Eric J. Henico</i>  <i>46 Green Street</i>  <i>Westover, PA 16692</i></p>	<p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input checked="" type="checkbox"/> Yes</p>
<p>2. Article Number  (Transfer from service label)</p> <p>7005 2570 0001 6021 3630</p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20537  
NO: 06-1852-CD

PLAINTIFF: CHASE HOME FINANCE LL, S/B/M/T CHASE MANHATTAN MORTGAGE CORPORATION  
vs.  
DEFENDANT: ERIC J. HENICO

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 2/26/2007

LEVY TAKEN 3/8/2007 @ 9:55 AM

POSTED 3/8/2007 @ 9:55 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 1/14/2008

DATE DEED FILED **NOT SOLD**

**FILED**  
0103830  
JAN 14 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

3/8/2007 @ 9:55 AM SERVED ERIC J. HENICO

SERVED ERIC J. HENICO, DEFENDANT, AT HIS RESIDENCE 46 GREEN STREET, WESTOVER, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ERIC J. HENICO

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

@ SERVED

NOW, MAY 30, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR JUNE 1, 2007 TO AUGUST 3, 2007, DUE TO BANKRUPTCY FILING.

@ SERVED

NOW, JULY 31, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR AUGUST 3, 2007 TO OCTOBER 5, 2007; DEFENDANT STILL IN BANKRUPTCY.

@ SERVED

NOW, SEPTEMBER 26, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR OCTOBER 5, 2007; DEFENDANT IS STILL IN BANKRUPTCY.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20537

NO: 06-1852-CD

PLAINTIFF: CHASE HOME FINANCE LL, S/B/M/T CHASE MANHATTAN MORTGAGE CORPORATION

vs.

DEFENDANT: ERIC J. HENICO

Execution REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$259.11

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,



Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t  
Chase Manhattan Mortgage Corporation,

Plaintiff,

vs.

ERIC J. HENICO,

Defendant.

CIVIL DIVISION

NO.: 06-1852-CD

TYPE OF PLEADING

Pa. R.C.P. RULE 3129.2(c)  
AFFIDAVIT OF SERVICE  
DEFENDANTS/OWNERS

FILED ON BEHALF OF PLAINTIFF:

Chase Home Finance LLC, s/b/m/t Chase  
Manhattan Mortgage Corporation

COUNSEL OF RECORD FOR THIS  
PARTY:

Kristine M. Anthou, Esquire  
Pa. I.D. #77991

GRENNEN & BIRSIC, P.C.  
One Gateway Center  
Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

Sale date: 11/05/10

**FILED** *NO CC*  
*11/12/20*  
**OCT 07 2010** *(W)*  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t  
Chase Manhattan Mortgage Corporation,

CIVIL DIVISION

Plaintiff,

NO.: 06-1852-CD

vs.

ERIC J. HENICO,

Defendant.

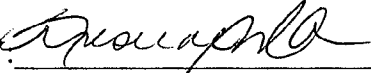
Pa. R.C.P. RULE 3129.2(c) AFFIDAVIT OF SERVICE  
DEFENDANTS/OWNERS

Kristine M. Anthou, Esquire, Attorney for Plaintiff, Chase Home Finance LLC, s/b/m/t Chase Manhattan Mortgage Corporation, being duly sworn according to law deposes and makes the following Affidavit regarding service of Plaintiff's notice of the sale of real property in this matter on June 1, 2007 as follows:

1. Eric J. Henico is the owner of the real property and has not entered an appearance of record.
2. By letter dated August 26, 2010, the undersigned counsel served Defendant, Eric J. Henico, with a true and correct copy of Plaintiff's notice of the sale of real property by certified mail, restricted delivery, return receipt requested, addressed to 46 Green Street, Westover, PA 16692. On or about September 3, 2010, the signed certified mail receipt was returned to Plaintiff, indicating the Defendant was served with the Notice of Sheriff's Sale. A true and correct copy of the returned certified mail receipt, is marked Exhibit "A", attached hereto and made a part hereof.

I verify that the facts contained in this Affidavit are true and correct based upon my personal knowledge, information, and belief.

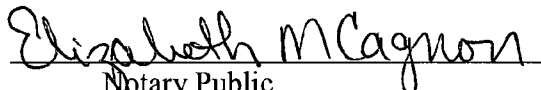
GRENN & BIRSIC, P.C.

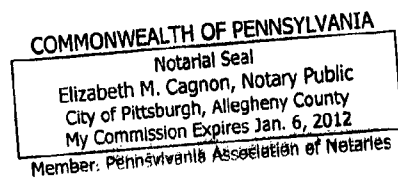
BY: 

Kristine M. Anthou, Esquire  
Attorney for Plaintiff  
One Gateway Center, Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 5<sup>th</sup> DAY OF October 2010.

  
Notary Public



**EXHIBIT "A"**

1 2 3 4 5 6 7 8 9 10 11 12

U.S. Postal Service <sup>TM</sup>	
<b>CERTIFIED MAIL <sup>TM</sup> RECEIPT</b>	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$ 44
Certified Fee	280
Return Receipt Fee (Endorsement Required)	230
Restricted Delivery Fee (Endorsement Required)	450
Total Postage & Fees	\$ 10.04

Postmark Here  
PITTSBURGH PA  
26

Sent To: Eric J Henico  
Street, Apt. No., or PO Box No. 46 Green Street  
City, State, ZIP+4 Westover PA 16092

PS Form 3800, August 2006 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:  
Eric J. Henico  
46 Green Street  
Westover PA 16092

RECEIVED SEP 07 2010

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X Eric Henico ☐ Agent ☐ Addressee

B. Received by (Printed Name) Eric Henico C. Date of Delivery 9-3-10

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

PO Box 62

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 tag) 7009 2820 0002 5288 1037

PS Form 3811, February 2004 Domestic Return Receipt 102585-02-M-1540

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t  
Chase Manhattan Mortgage Corporation,

Plaintiff,

vs.

ERIC J. HENICO,  
  
Defendant.

CIVIL DIVISION

NO.: 06-1852-CD

TYPE OF PLEADING

Pa. R.C.P. RULE 3129.2(c)(2)  
PURSUANT TO RULE 3129.1  
LIENHOLDER AFFIDAVIT OF  
SERVICE

FILED ON BEHALF OF PLAINTIFF:

Chase Home Finance LLC, s/b/m/t Chase  
Manhattan Mortgage Corporation

COUNSEL OF RECORD FOR THIS  
PARTY:

Kristine M. Anthou, Esquire  
Pa. I.D. #77991

GRENNEN & BIRSIC, P.C.  
One Gateway Center  
Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

Sale date: 11/05/10

FILED  
OCT 07 2010  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t  
Chase Manhattan Mortgage Corporation,

CIVIL DIVISION

Plaintiff,

NO.: 06-1852-CD

vs.

ERIC J. HENICO,

Defendant.

Pa. R.C.P. RULE 3129.2(c)(2)  
LIENHOLDER AFFIDAVIT OF SERVICE

I, Kristine M. Anthou, Attorney for Plaintiff, Chase Home Finance LLC, s/b/m/t Chase Manhattan Mortgage Corporation, being duly sworn according to law, deposes and makes the following Affidavit regarding service of the notice of the sale of real property on all persons named in Paragraphs 3 through 7 of Plaintiff's Affidavit Pursuant to Rule 3129.1 as follows

1. By letters dated August 26, 2010, undersigned counsel served all persons (other than the Plaintiff) named in Paragraphs 3 through 7 of Plaintiff's Affidavit Pursuant to Rule 3129.1 with a notice of the sale of real property by ordinary mail at the respective addresses set forth in the Affidavit Pursuant to Rule 3129.1. True and correct copies of said Affidavit Pursuant to Rule 3129.1 and Certificates of Mailing and any letters, if returned as of this date, are marked Exhibit "A", attached hereto, and made a part hereof.



I verify that the facts contained in this Affidavit are true and correct based upon my personal knowledge, information and belief.

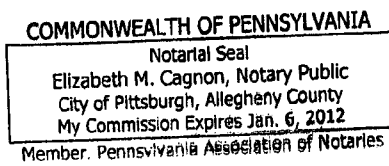
GRENN & BIRSIC, P.C.

BY: *Kristine M. Anthou*  
Kristine M. Anthou, Esquire  
Attorney for Plaintiff  
One Gateway Center, Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 5th DAY OF October 2010.

*Elizabeth M. Cagnon*  
Notary Public



**EXHIBIT “A”**

Name and Address of Sender  
**Genen & Birsic, P.C.**  
**One Gateway Center, 9<sup>th</sup> Floor**  
**Pittsburgh, PA 15222**

Check type of mail or service:  
☐ Certified  
☐ COD  
☐ Delivery Confirmation  
☐ Express Mail  
☐ Insured  
☐ Recorded Delivery (International)  
☐ Registered  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation

Affix Stamp Here  
(If issued as a certificate of mailing, or for additional copies of this bill) Postmark, and Date of Receipt



UNITED STATES POSTAGE  
02 1P  
000000000000  
PA 15222  
001.26  
AUG 18 2010  
PITTSBURGH, PA 15222

Article Number	Addressee (Name, Street, City, State, & Zip Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1. Clearfield County Domestic Relations	230 E. Market Street, 3 <sup>rd</sup> Floor Clearfield, PA 16830	.44	.42									
2. PA Department of Revenue	Bureau of Compliance P.O. Box 281230 Harrisburg, PA 17128-1230	.44	.42									
Commonwealth of Pennsylvania	Department of Welfare P.O. Box 2675 Harrisburg, PA 17105	.44	.42									
4.												
5.												
6.												
8.												
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of receiving employee)								
3		3		See Privacy Act Statement on Reverse								

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t  
Chase Manhattan Mortgage Corporation,

CIVIL DIVISION

Plaintiff,

NO.: 06-1852-CD

vs.

ERIC J. HENICO,

Defendant.

AFFIDAVIT PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY )SS:  
)

Chase Home Finance LLC, s/b/m/t Chase Manhattan Mortgage Corporation, Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information was of record concerning the real property of Eric J. Henico located at 46 Green Street, Westover, PA 16692 and is more fully described as follows:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF ERIC J. HENICO OF, IN  
AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE  
BOROUGH OF WESTOVER, COUNTY OF CLEARFIELD, AND COMMONWEALTH OF  
PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING BEING KNOWN AND  
NUMBERED AS 46 GREEN STREET, WESTOVER, PA 16692. INSTRUMENT NUMBER  
200302821 AND PARCEL #20-E17-358-71.

1. The name and address of the owner or reputed owner:

Eric J. Henico

46 Green Street  
Westover, PA 16692

2. The name and address of the defendant in the judgment:

Eric J. Henico

46 Green Street  
Westover, PA 16692

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

Chase Home Finance LLC, s/b/m/t Chase  
Manhattan Mortgage Corporation

[PLAINTIFF]

4. The name and address of the last record holder of every mortgage of record:

Chase Home Finance LLC, s/b/m/t Chase  
Manhattan Mortgage Corporation

[PLAINTIFF]

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

Clearfield County Domestic Relations

230 E. Market Street, 3<sup>rd</sup> Floor  
Clearfield, PA 16830

PA Department of Revenue

Bureau of Compliance  
P.O. Box 281230  
Harrisburg, PA 17128-1230

Commonwealth of Pennsylvania

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

6. The name and address of every other person who has any record interest in the property and whose interest may be affected by the sale: NONE

7. The name and address of every other person whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale: NONE

I verify that the statements made in the 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.A. §4904 relating to unsworn falsification to authorities.

GRENN & BIRSIC, P.C.

By: *Kristine M. Anthou*  
Kristine M. Anthou, Esquire  
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED BEFORE

ME THIS 3<sup>rd</sup> DAY OF August 2010.

*Rebecca G. Kostley*  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Rebecca G. Kostley, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires June 2, 2011

Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21220  
NO: 06-1852-CD

PLAINTIFF: CHASE HOME FINANCE LLC, S/B/M/T CHASE MANHATTAN MORTGAGE CORPORATION  
vs.  
DEFENDANT: ERIC J. HENICO

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 8/6/2010

LEVY TAKEN 9/20/2010 @ 9:15 AM

POSTED 9/20/2010 @ 9:15 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 6/23/2011

DATE DEED FILED NOT SOLD

**FILED**

JUN 23 2011  
07:10:05  
William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

9/20/2010 @ 9:15 AM SERVED ERIC J. HENICO

SERVED ERIC J. HENICO, DEFENDANT, AT HIS RESIDENCE 46 GREEN STREET, WESTOVER, CLEARFIELD COUNTY, PENNSYLVANIA BY  
HANDING TO ERIC J. HENICO

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

@ SERVED

NOW, OCTOBER 25, 2010 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED  
FOR NOVEMBER 5, 2010 TO DECEMBER 3, 2010, DUE TO BANKRUPTCY FILING.

@ SERVED

NOW, DECEMBER 30, 2010 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE  
SCHEDULED FOR DECEMBER 3, 2010 TO JANUARY 7, 2011.

@ SERVED

NOW, DECEMBER 3, 2010 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR  
JANUARY 7, 2011

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21220

NO: 06-1852-CD

PLAINTIFF: CHASE HOME FINANCE LLC, S/B/M/T CHASE MANHATTAN MORTGAGE CORPORATION  
vs.

DEFENDANT: ERIC J. HENICO

Execution REAL ESTATE


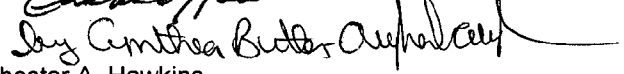
SHERIFF RETURN

---

SHERIFF HAWKINS \$243.04

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

  
  
Chester A. Hawkins  
Sheriff

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

**Pa.R.C.P. 3180-3183**

**JP MORGAN CHASE BANK, NATIONAL ASSOCIATION  
S/B/M CHASE HOME FINANCE, LLC S/B/M TO CHASE  
MANHATTAN MORTGAGE CORPORATION**

**COURT OF COMMON PLEAS**

**CIVIL DIVISION**

**NO.: 2006-01852-CD**

**CLEARFIELD COUNTY**

**FILED**

**SEP 19 2013**

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

*Chit to Att*

*Chit + 6 units  
to SHG*

**vs.**

**ERIC J. HENICO**

**To the PROTHONOTARY:**

**Issue writ of execution in the above matter:**

**Amount Due**

**\$55,890.96**

**Interest from 02/16/2007 to Sale**

**\$ \_\_\_\_\_.**

**Per diem \$9.19**

**Writ Total**

**\$ \_\_\_\_\_.**

*Prothonotary Cost \$165.-*

**Phelan Hallinan, LLP**

**Allison F. Zuckerman, Esq., Id. No.309519**

**Attorney for Plaintiff**

**Note: Please attach description of Property.**

**PH # 817724**



No.: 2006-01852-CD

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

JP MORGAN CHASE BANK, NATIONAL ASSOCIATION S/B/M CHASE  
HOME FINANCE, LLC S/B/M TO CHASE MANHATTAN MORTGAGE  
CORPORATION

VS.

ERIC J. HENICO

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

Filed:

  
**Phelan Fallick, LLP**  
Allison F. Zuckerman, Esq., Id. No. 309519  
Attorney for Plaintiff

Address where papers may be served:  
ERIC J. HENICO  
46 GREEN STREET  
WESTOVER, PA 16692

**WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)**

**Pa.R.C.P. 3180-3183 and Rule 3257**

JP MORGAN CHASE BANK, NATIONAL ASSOCIATION S/B/M  
CHASE HOME FINANCE, LLC S/B/M TO CHASE MANHATTAN  
MORTGAGE CORPORATION

**COURT OF COMMON PLEAS**

**CIVIL DIVISION**

**NO.: 2006-01852-CD**

**CLEARFIELD COUNTY**

vs.

ERIC J. HENICO  
Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

PREMISES: 46 GREEN STREET, WESTOVER, PA 16692  
(See Legal Description attached)

Amount Due

\$55,890.96

Interest from 02/16/2007 to Sale

\$ \_\_\_\_\_.

Per diem \$9.19

Writ Total

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

PROTHONOTARY COSTS \$165.00

  
\_\_\_\_\_  
OFFICE OF THE PROTHONOTARY OF CLEARFIELD  
COUNTY, PENNSYLVANIA

Dated 9-19-13  
(SEAL)

PH # 817724

No.: 2006-01852-CD

IN THE COURT OF COMMON PLEAS OF  
CLERFIELD COUNTY, PENNSYLVANIA

JP MORGAN CHASE BANK, NATIONAL ASSOCIATION S/B/M CHASE HOME FINANCE, LLC S/B/M TO  
CHASE MANHATTAN MORTGAGE CORPORATION

vs.

ERIC J. HENICO

---

WRIT OF EXECUTION  
(Mortgage Foreclosure)

---

Real Debt	<u>Costs</u>
Int. from	\$55,890.96

To Date of Sale (\$9.19 per diem)

Costs

Prothy Pd.

Sheriff

Filed

  
Phelan Hallinan LLP  
Allison F. Zuckerman, Esq., Id. No. 309519  
Attorney for Plaintiff

Address where papers may be served:  
ERIC J. HENICO  
46 GREEN STREET  
WESTOVER, PA 16692

### **LEGAL DESCRIPTION**

ALL THAT CERTAIN parcel of land, consisting of two lots, situated in the Borough of Westover, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point one hundred twenty (120) feet northerly from the intersection of Park Street and Green Street; thence in a northerly direction one hundred twenty (120) feet along Green Street to line of land now or formerly of Robert J. Noren and Jane Noren, husband and wife, the former grantors herein, out of which this conveyance is a part; thence by line through land of said Norens in a westerly direction one hundred fifty (150) feet to an alley; thence along alley in a southerly direction one hundred twenty (120) feet to land concurrently conveyed herewith to William D. Fronk and Rita L. Fronk, husband and wife, thence by the Fronk line in an easterly direction one hundred fifty (150) feet to a point in the line of Green Street and place of beginning.

SUBJECT TO coal and mining rights, rights of way, easements, building lines, covenants, conditions, restrictions, etc., as same may appear in prior instruments of record.

TITLE TO SAID PREMISES IS VESTED IN Eric J. Henico, individual, by Deed from John T. Killion, executor of the last will and testamen of Helen L. Killion, late, dated 02/04/2003, recorded 02/26/2003 in Instrument Number 200302821.

Tax Parcel: 0200E1735800071

Premises Being: 46 GREEN STREET, WESTOVER, PA 16692

**JP MORGAN CHASE BANK, NATIONAL  
ASSOCIATION S/B/M CHASE HOME FINANCE, LLC  
S/B/M TO CHASE MANHATTAN MORTGAGE  
CORPORATION**

Plaintiff

v.

**ERIC J. HENICO**

Defendant(s)

: COURT OF COMMON PLEAS  
:  
: CIVIL DIVISION  
:  
: NO.: 2006-01852-CD  
:  
:  
: CLEARFIELD COUNTY

**FILED**

SEP 19 2013  
m/3:30a  
- William A. Shaw  
Prothonotary/Clerk of Courts

**AFFIDAVIT PURSUANT TO RULE 3129.1**

**JP MORGAN CHASE BANK, NATIONAL ASSOCIATION S/B/M CHASE HOME FINANCE, LLC S/B/M TO CHASE MANHATTAN MORTGAGE CORPORATION**, Plaintiff in the above action, by the undersigned attorney, sets forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located at **46 GREEN STREET, WESTOVER, PA 16692**.

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

Name

Address (if address cannot be reasonably ascertained,  
please so indicate)

**ERIC J. HENICO**

**46 GREEN STREET  
WESTOVER, PA 16692**

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

Name

Address (if address cannot be reasonably  
ascertained, please so indicate)

**SAME AS ABOVE.**

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

Name

Address (if address cannot be  
reasonably ascertained, please indicate)

**None.**

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

Name

Address (if address cannot be  
reasonably ascertained, please indicate)

**None.**

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

Name

Address (if address cannot be  
reasonably ascertained, please indicate)

**None.**

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale.

Name

Address (if address cannot be  
reasonably ascertained, please indicate)

**None.**

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

Name

Address (if address cannot be reasonably ascertained, please indicate)

**TENANT/OCCUPANT**

**46 GREEN STREET  
WESTOVER, PA 16692**

**COMMONWEALTH OF PENNSYLVANIA  
BUREAU OF INDIVIDUAL TAXES  
INHERITANCE TAX DIVISION**

**6TH FLOOR, STRAWBERRY SQ.  
DEPT 280601  
HARRISBURG, PA 17128**

**DEPARTMENT OF PUBLIC WELFARE, TPL  
CASUALTY UNIT, ESTATE RECOVERY  
PROGRAM**

**P.O. BOX 8486  
WILLOW OAK BUILDING  
HARRISBURG, PA 17105**

**BOROUGH COUNCIL OF THE BOROUGH  
OF WESTOVER**

**143 TANNERY ROAD  
WESTOVER, PA 16692**

**BOROUGH COUNCIL OF THE BOROUGH  
OF WESTOVER  
C/O ANN B. WOOD, ESQUIRE**

**BELL, SILBERBLATT & WOOD  
318 E. LOCUST STREET, P.O. BOX 670  
CLEARFIELD, PA 16830-2415**

**DOMESTIC RELATIONS  
CLEARFIELD COUNTY**

**CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET  
CLEARFIELD, PA 16830**

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF WELFARE**

**P.O. BOX 2675  
HARRISBURG, PA 17105**

**INTERNAL REVENUE SERVICE ADVISORY**

**1000 LIBERTY AVENUE ROOM 704  
PITTSBURGH, PA 15222**

**U.S. DEPARTMENT OF JUSTICE  
U.S. ATTORNEY FOR THE WESTERN  
DISTRICT OF PA  
U.S. POST OFFICE & COURTHOUSE**

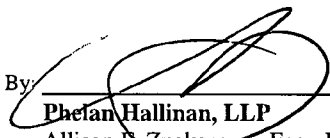
**700 GRANT STREET  
SUITE 4000  
PITTSBURGH, PA 15219**

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

Date:

*9/18/13*

By:

  
**Phelan Hallinan, LLP**

Allison F. Zuckerman, Esq., Id. No. 309519

Attorney for Plaintiff

**PHELAN HALLINAN, LLP**

1617 JFK Boulevard, Suite 1400

One Penn Center Plaza, Philadelphia, PA 19103

215-563-7000

PHELAN HALLINAN, LLP  
Allison F. Zuckerman, Esq., Id. No.309519  
1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103  
allison.zuckerman@phelanhallinan.com  
215-563-7000

Attorneys for Plaintiff

**JP MORGAN CHASE BANK, NATIONAL ASSOCIATION S/B/M  
CHASE HOME FINANCE, LLC S/B/M TO CHASE MANHATTAN  
MORTGAGE CORPORATION**  
Plaintiff

: COURT OF COMMON PLEAS  
:  
: CIVIL DIVISION  
:  
: NO.: 2006-01852-CD  
:  
:  
: CLEARFIELD COUNTY  
:

v.

**ERIC J. HENICO**  
Defendant(s)

**CERTIFICATION**

The undersigned attorney hereby states that he/she is the attorney for the Plaintiff in the above captioned matter and that the premises are not subject to the provisions of Act 91 because:

- ( ) the mortgage is an FHA Mortgage
- ( ) the premises is non-owner occupied
- ( ) the premises is vacant
- (X) Act 91 procedures have been fulfilled
- ( ) Act 91 is Not Applicable pursuant to Pa Bulletin, Doc No 11-1197, 41 Pa.B. 3943

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

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

**Phelan Hallinan, LLP**  
Allison F. Zuckerman, Esq., Id. No.309519  
Attorney for Plaintiff

**AFFIDAVIT OF SERVICE**

**PLAINTIFF**

**CLEARFIELD COUNTY**

**JPMORGAN CHASE BANK, NATIONAL ASSOCIATION S/B/M  
CHASE HOME FINANCE, LLC S/B/M TO CHASE MANHATTAN  
MORTGAGE CORPORATION**

**PH # 817724**

**DEFENDANT**

**SERVICE TEAM/ spl**

**ERIC J. HENICO**

**COURT NO.: 2006-01852-CD**

**SERVE ERIC J. HENICO AT:  
46 GREEN STREET  
WESTOVER, PA 16692**

**TYPE OF ACTION  
XX Notice of Sheriff's Sale  
SALE DATE: 03/07/2014**

**\*\*\*\*PLEASE POST THE PROPERTY\*\*\*\***

**SERVED**

Served and made known to ERIC J. HENICO, Defendant on the 14 day of FEBRUARY, 2014, at 2:35 o'clock P. M., at 46 GREEN STREET, WESTOVER, PA 16692, in the manner described below:

- ☐ Defendant personally served.  
☐ Adult family member with whom Defendant(s) reside(s).  
Relationship is \_\_\_\_\_  
☐ Adult in charge of Defendant's residence who refused to give name or relationship.  
☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).  
☐ Agent or person in charge of Defendant's office or usual place of business.  
\_\_\_\_\_ an officer of said Defendant's company.  
☒ Other: POSTED THE PROPERTY

Description: Age \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Race \_\_\_\_\_ Sex \_\_\_\_\_ Other \_\_\_\_\_

I, Deborah M. Ellis a competent adult, hereby verify that I personally posted the property with a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above. I understand that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

DATE: 2-4-14

NAME: Deborah M. Ellis  
PRINTED NAME: Deborah M. Ellis  
TITLE: Process Server

**NOT SERVED**

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_ M., I, \_\_\_\_\_, a competent adult hereby state that Defendant **NOT FOUND** because:

- ☐ Vacant ☐ Does Not Exist ☐ Moved ☐ Does Not Reside (Not Vacant)  
☐ No Answer on \_\_\_\_\_ at \_\_\_\_\_; \_\_\_\_\_ at \_\_\_\_\_  
☐ Service Refused

Other: \_\_\_\_\_

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

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

**ATTORNEY FOR PLAINTIFF**

Lawrence T. Phelan, Esq., Id. No. 32227  
Francis S. Hallinan, Esq., Id. No. 62695  
Daniel G. Schmieg, Esq., Id. No. 62205  
Michele M. Bradford, Esq., Id. No. 69849  
Judith T. Romano, Esq., Id. No. 58745  
Jenine R. Davey, Esq., Id. No. 87077  
Lauren R. Tabas, Esq., Id. No. 93337  
Jay B. Jones, Esq., Id. No. 86657  
Andrew L. Spivack, Esq., Id. No. 84439  
Chrisovalante P. Fliakos, Esq., Id. No. 94620  
Courtenay R. Dunn, Esq., Id. No. 206779  
Mario J. Hanyon, Esq., Id. No. 203993  
John M. Kolesnik, Esq., Id. No. 308877  
Matthew G. Brushwood, Esq., Id. No. 310592  
Zachary J. Jones, Esq., Id. No. 310721  
Justin F. Kobeski, Esq., Id. No. 200392

**FILED** *Not*  
*8:30 AM*  
**MAR 07 2014**

**BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS**



NOTICE OF SHERIFF'S SALE  
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO. 2006-01852-CD

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION S/B/M  
CHASE HOME FINANCE, LLC S/B/M TO CHASE MANHATTAN MORTGAGE CORPORATION

Vs.

ERIC J. HENICO

NOTICE TO: ERIC J. HENICO  
NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

Being Premises: 46 GREEN STREET, WESTOVER, PA 16692  
Being in WESTOVER BOROUGH, County of CLEARFIELD,  
Commonwealth of Pennsylvania, 0200E1735800071  
Improvements consist of residential property.  
Sold as the property of ERIC J. HENICO

Your house (real estate) at 46 GREEN STREET, WESTOVER, PA 16692 is scheduled to be sold at the Sheriff's Sale on March 7, 2014 at 10:00 AM, at the CLEARFIELD County Courthouse, 1 North 2nd Street, Suite 116, Clearfield, PA 16830, to enforce the Court Judgment of \$55,890.96 obtained by, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION S/B/M CHASE HOME FINANCE, LLC S/B/M TO CHASE MANHATTAN MORTGAGE CORPORATION (the mortgagee), against the above premises.

PHELAN HALLINAN, LLP  
Attorney for Plaintiff

01/24/2014

817724 *encl*  
*LXIA*

AFFP

HEINCO SHERIFF SALE 817724

NOTICE OF SHERIFF S SALE  
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO. 2006-01852-CD

**Affidavit of Publication**

STATE OF PENNSYLVANIA } SS  
COUNTY OF CLEARFIELD }

Devin Hamilton, being duly sworn, says:

That he is Publisher of the COURIER EXPRESS/TRI-COUNTY SUNDAY, est 1879, a daily newspaper of general circulation, printed and published in DuBois, Clearfield County, Pennsylvania; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

January 24, 2014


That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Publisher

Subscribed to and sworn to me this 28<sup>th</sup> day of Jan.  
2014

  
Tracy L. Schuckers, Notary Public, Clearfield County,

My commission expires: April 08, 2017

00017937 00285604 (856)813-1462

FULL SPECTRUM LEGAL SERVICES INC  
400 FELLOWSHIP ROAD SUITE 220  
MOUNT LAUREL, NJ 08054

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION S/B/M  
CHASE HOME FINANCE, LLC S/B/M TO CHASE MANHATTAN MORTGAGE CORPORATION

Vs.

ERIC J. HENICO

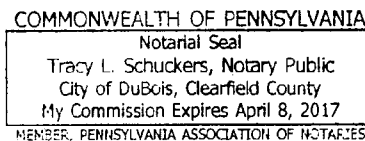
NOTICE TO: ERIC J. HENICO  
NOTICE OF SHERIFF S SALE OF REAL PROPERTY

Being Premises: 46 GREEN STREET, WESTOVER, PA 16692  
Being in WESTOVER BOROUGH, County of CLEARFIELD,  
Commonwealth of Pennsylvania, 0200E1735800071  
Improvements consist of residential property.  
Sold as the property of ERIC J. HENICO

Your house (real estate) at 46 GREEN STREET, WESTOVER, PA 16692 is scheduled to be sold at the Sheriff s Sale on March 7, 2014 at 10:00 AM, at the CLEARFIELD County Courthouse, 1 North 2nd Street, Suite 116, Clearfield, PA 16830, to enforce the Court Judgment of \$55,890.96 obtained by, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION S/B/M CHASE HOME FINANCE, LLC S/B/M TO CHASE MANHATTAN MORTGAGE CORPORATION (the mortgagee), against the above premises.

PHELAN HALLINAN, LLP  
Attorney for Plaintiff

01/24/2014



817724      well

NOTICE OF SHERIFF'S SALE  
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO. 2006-01852-CD


PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

COUNTY OF CLEARFIELD :

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION S/B/M CHASE HOME FINANCE, LLC S/B/M TO CHASE MANHATTAN MORTGAGE CORPORATION Vs. ERIC J. HENICO  
NOTICE TO: ERIC J. HENICO  
NOTICE OF SHERIFF'S SALE OF REAL PROPERTY  
Being Premises: 46 GREEN STREET, WESTOVER, PA 16692  
Being in WESTOVER BOROUGH, County of CLEARFIELD, Commonwealth of Pennsylvania, 0200E1735800071-Improvements consist of residential property.  
Sold as the property of ERIC J. HENICO  
Your house (real estate) at 46 GREEN STREET, WESTOVER, PA 16692 is scheduled to be sold at the Sheriff's Sale on 03/07/2014 at 10:00 AM, at the CLEARFIELD County Courthouse, 1 North 2nd Street, Suite 116, Clearfield, PA 16830, to enforce the Court Judgment of \$55,890.96 obtained by, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION S/B/M CHASE HOME FINANCE, LLC S/B/M TO CHASE MANHATTAN MORTGAGE CORPORATION (the mortgagee), against the above premises.  
PHELAN HALLINAN, LLP, Attorney for Plaintiff

On this 24<sup>th</sup> day of January, AD 2014, I, Gary A. Knaresboro, Editor of the Clearfield County Legal Journal of the courts of Clearfield County, state that this is a true copy of the notice or advertisement January 24, 2014, Vol. 26, No. 4. And that all of the allegations of this statement as to the time, place, and character of the publication are true.

  
\_\_\_\_\_  
Gary A. Knaresboro, Esquire  
Editor

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

JP MORGAN CHASE BANK, NATIONAL  
ASSOCIATION S/B/M CHASE HOME FINANCE, LLC  
S/B/M TO CHASE MANHATTAN MORTGAGE  
CORPORATION,  
Plaintiff

vs.

ERIC J. HENICO  
Defendant

NO. 2006-1852-CD

**ORDER**

NOW, this 13th day of December, 2013, the Plaintiff is granted leave to serve the  
**NOTICE OF SHERIFF'S SALE** upon the Defendant **ERIC J. HENICO**, by:

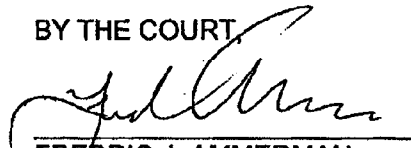
1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to the following address: 46 Green Street, Westover, PA 16692;
3. By certified mail, return receipt requested, to the following address: 46 Green Street, Westover, PA 16692; and
4. By posting the mortgaged premises known in this herein action as: 46 Green Street, Westover, PA 16692.

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,

**FILED**  
01/11/14  
DEC 16 2013

William A. Shaw  
Prothonotary/Clerk of Courts

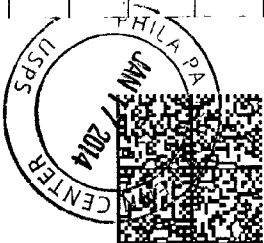
  
FREDRIC J. AMMERMAN  
President Judge

Name and Address of Sender

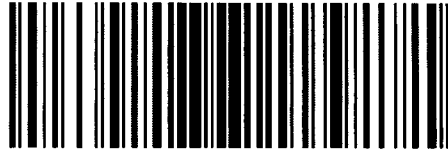
PHILAN HALLINAN & SCHMIEG  
One Penn Center at Suburban, Suite 1400  
Philadelphia, PA 19103

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage
1	****	ERIC J. HENICO 46 GREEN STREET WESTOVER, PA 16692-0000	
2	****		
3	****		
4	****		
5			
6	****		
7	****		
8	****		
9	****		
10	****		
11	****		
12	****		
13	****		
14			
15		RE: ERIC J. HENICO PHS# 817724 CLEARFIELD	
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)

LXH-CERTIFICATE OF MAILING-NOS  
Code#1020



U.S. POSTAGE PITNEY BOWES  
ZIP 19103 \$ 001.66<sup>0</sup>  
02 1W  
0001381191 JAN 17. 2014



7178 2417 6099 0155 9403

JWI / 817724  
ERIC J. HENICO  
46 GREEN STREET  
WESTOVER, PA 16692-0000

--fold here (regular)

-- fold here (6x9)

--fold here (regular)

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# USPS Tracking™

**Tracking Number: 71782417609901559403****Expected Delivery Day: Tuesday, January 21, 2014**

## Product & Tracking Information

**Postal Product:**  
First-Class Mail®**Features:**  
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
January 29, 2014 , 9:00 am	Delivered	PHILADELPHIA, PA 19103
January 28, 2014 , 11:25 am	Notice Left (No Authorized Recipient Available)	PHILADELPHIA, PA 19103
January 23, 2014 , 12:05 pm	Processed through USPS Sort Facility	PITTSBURGH, PA 15290
January 21, 2014 , 12:08 pm	Moved, Left no Address	WESTOVER, PA 16692
January 21, 2014 , 9:52 am	Out for Delivery	WESTOVER, PA 16692
January 21, 2014 , 9:42 am	Sorting Complete	WESTOVER, PA 16692
January 21, 2014 , 9:35 am	Arrival at Unit	WESTOVER, PA 16692
January 20, 2014		PITTSBURGH, PA 15290

DATE & TIME	STATUS OF ITEM	LOCATION
	Depart USPS Sort Facility	
January 19, 2014 , 2:11 pm	Processed through USPS Sort Facility	PITTSBURGH, PA 15290
January 17, 2014	Depart USPS Sort Facility	PHILADELPHIA, PA 19176
January 17, 2014 , 9:25 pm	Processed at USPS Origin Sort Facility	PHILADELPHIA, PA 19176
January 17, 2014 , 8:10 pm	Accepted at USPS Origin Sort Facility	PHILADELPHIA, PA 19103
January 17, 2014	Electronic Shipping Info Received	

What's your tracking (or receipt) number?

Track It

**LEGAL**

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION S/B/M CHASE HOME  
FINANCE, LLC S/B/M TO CHASE  
MANHATTAN MORTGAGE CORPORATION  
Plaintiff

v.

ERIC J. HENICO

Defendant

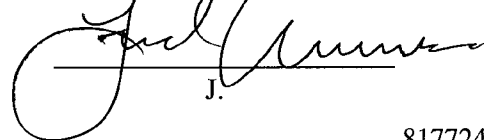
: Court of Common Pleas  
:  
: Civil Division  
:  
: CLEARFIELD County  
:  
: No.: 2006-01852-CD  
:

RULE

AND NOW, this 18 day of NOV. 2013, a Rule is entered upon the  
Defendant to show cause why an Order should not be entered granting Plaintiff's Motion to  
Reassess Damages.

Rule Returnable on the 15<sup>th</sup> day of January 2013, at 3:00 in the Clearfield  
County Courthouse, Clearfield, Pennsylvania, Courtroom #1. PM

BY THE COURT

  
J.

817724

**FILED** *2cc Abby*  
*019:29km Lobb*  
**NOV 20 2013** *WV*  
William A. Shaw  
Prothonotary/Clerk of Courts

817724

16 S  
FILED ICC Add  
m 11:58 am  
NOV 27 2013 Lobb

William A. Shaw  
Prothonotary/Clerk of Courts

Phelan Hallinan, LLP  
Jonathan Lobb, Esq., Id. No.312174  
1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103  
Jonathan.Lobb@phelanhallinan.com  
215-563-7000

ATTORNEY FOR PLAINTIFF

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION S/B/M CHASE HOME  
FINANCE, LLC S/B/M TO CHASE  
MANHATTAN MORTGAGE CORPORATION  
Plaintiff

Court of Common Pleas

Civil Division

CLEARFIELD County

vs.

No.: 2006-01852-CD

ERIC J. HENICO

Defendant

**CERTIFICATION OF SERVICE**

I hereby certify that a true and correct copy of the Court's November 18, 2013 Rule directing the Defendant to show cause as to why Plaintiff's Motion to Reassess Damages should not be granted was served upon the following individual on the date indicated below.

ERIC J. HENICO  
46 GREEN STREET  
WESTOVER, PA 16692

Phelan Hallinan, LLP

DATE: 11/26/13

By: [Signature]  
Jonathan Lobb, Esq., Id. No.312174  
Attorney for Plaintiff

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

JP MORGAN CHASE BANK, NATIONAL  
ASSOCIATION S/B/M CHASE HOME FINANCE, LLC  
S/B/M TO CHASE MANHATTAN MORTGAGE  
CORPORATION,  
Plaintiff

vs.

ERIC J. HENICO  
Defendant

\* NO. 2006-1852-CD  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

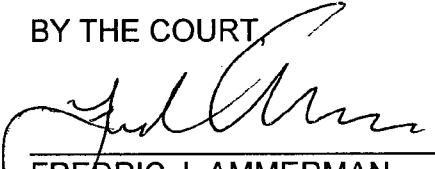
ORDER

NOW, this 13th day of December, 2013, the Plaintiff is granted leave to serve the  
**NOTICE OF SHERIFF'S SALE** upon the Defendant **ERIC J. HENICO**, by:

1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to the following address: 46 Green Street, Westover, PA 16692;
3. By certified mail, return receipt requested, to the following address: 46 Green Street, Westover, PA 16692; and
4. By posting the mortgaged premises known in this herein action as: 46 Green Street, Westover, PA 16692.

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

DEC 16 2013

William A. Shaw  
Prothonotary/Clerk of Courts

PHELAN HALLINAN, LLP  
Joseph E. DeBarberie, Esq., Id. No.315421  
1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103  
joseph.debarberie@phelanhallinan.com  
215-563-7000

Attorney for Plaintiff

FILED NOCC  
01/16/2013  
DEC 16 2013

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

William A. Shaw  
Prothonotary/Clerk of Courts

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION S/B/M CHASE HOME FINANCE,  
LLC S/B/M TO CHASE MANHATTAN  
MORTGAGE CORPORATION  
Plaintiff,

: CLEARFIELD COUNTY  
:  
: COURT OF COMMON PLEAS  
:  
: CIVIL DIVISION  
:

v.

: No.: 2006-01852-CD  
:

ERIC J. HENICO  
Defendant(s)

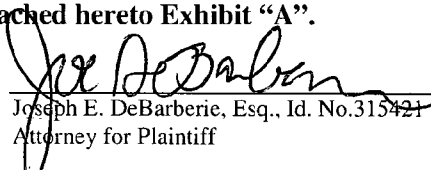
AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129.2

COMMONWEALTH OF PENNSYLVANIA )  
PHILADELPHIA COUNTY )

SS:

As required by Pa. R.C.P. 3129.2(a) Notice of Sale has been given to Lienholders and any known interested party in the manner required by Pa. R.C.P. 3129.2(c) on each of the persons or parties named, at that address, set forth on the Affidavit and as amended if applicable. A copy of the Certificate of Mailing (Form 3817) and/or Certified Mail Return Receipt stamped by the U.S. Postal Service is attached hereto Exhibit "A".

Date: 12/13/13

  
Joseph E. DeBarberie, Esq., Id. No.315421  
Attorney for Plaintiff

**IMPORTANT NOTICE:** This property is sold at the direction of the plaintiff. It may not be sold in the absence of a representative of the plaintiff at the Sheriff's Sale. The sale must be postponed or stayed in the event that a representative of the plaintiff is not present at the sale.

Name and  
Address of  
Sender

Phelan Hallinan, LLP  
1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103

AZK/DDA - 1/10/2014 SALE

Article Number	Name of Addressee, Street, and Post Office Address	Postage
1	TENANT/OCCUPANT 46 GREEN STREET WESTOVER, PA 16692	\$0.45
2	BOROUGH COUNCIL OF THE BOROUGH OF WESTOVER 143 TANNERY ROAD WESTOVER, PA 16692	\$0.45
3	BOROUGH COUNCIL OF THE BOROUGH OF WESTOVER C/O ANN B. WOOD, ESQUIRE BELL, SILBERBLATT & WOOD 318 E. LOCUST STREET, P.O. BOX 670 CLEARFIELD, PA 16830-2415	\$0.45
4	COMMONWEALTH OF PENNSYLVANIA BUREAU OF INDIVIDUAL TAXES INHERITANCE TAX DIVISION 6TH FLOOR, STRAWBERRY SQ. DEPT 280601 HARRISBURG, PA 17128	\$0.45
5	DEPARTMENT OF PUBLIC WELFARE, TPL CASUALTY UNIT, ESTATE RECOVERY PROGRAM P.O. BOX 3486 WILLOW OAK BUILDING HARRISBURG, PA 17105	\$0.45
6	DOMESTIC RELATIONS CLEARFIELD COUNTY CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830	\$0.45
7	COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF WELFARE P.O. BOX 2675 HARRISBURG, PA 17105	\$0.45
8	INTERNAL REVENUE SERVICE ADVISORY 1000 LIBERTY AVENUE ROOM 704 PITTSBURGH, PA 15222	\$0.45
9	U.S. DEPARTMENT OF JUSTICE U.S. ATTORNEY FOR THE WESTERN DISTRICT OF PA U.S. POST OFFICE & COURTHOUSE 700 GRANT STREET SUITE 4000 PITTSBURGH, PA 15219	\$0.45
	RE: ERIC J. HENICO (CLEARFIELD) PH # 817724/1021	\$4.05

Number of  
Copies Listed by Sender

Total Number of Pieces  
Received at Post Office

Postmaster, Per (Name of  
Receiving Employee)

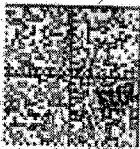
Page 1 of 1

Writ Team

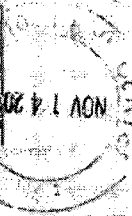
The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail sent with optional insurance. See Domestic Mail Manual R900 S913 and S921 for limitations of coverage.

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U.S. POSTAGE  
\$0.0053  
02 1M  
0001381191 NOV 14 2013



U.S. POSTAGE  
\$0.004810  
02 1M  
0001381191 NOV 14 2013



S FILED 2 cc AAAy  
01/15/2014 Lobb  
JAN 20 2014

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION S/B/M CHASE HOME  
FINANCE, LLC S/B/M TO CHASE  
MANHATTAN MORTGAGE CORPORATION  
Plaintiff

: Court of Common Pleas  
:  
:  
: Civil Division  
:  
: CLEARFIELD County  
:  
:  
: No.: 2006-01852-CD  
:

v.

ERIC J. HENICO

Defendant

ORDER

AND NOW, this 15<sup>th</sup> day of January, 2014, the Prothonotary is ORDERED to  
amend the in rem judgment and the Sheriff is ORDERED to amend the writ nunc pro tunc in this  
case as follows:

Principal Balance	\$46,385.58
Interest Through January 10, 2014	\$15,776.24
Legal fees	\$1,650.00
Cost of Suit and Title	\$502.62
Property Inspections	\$308.00
Property Preservation	\$5,147.00
Appraisal/Brokers Price Opinion	\$250.00
Escrow Deficit	\$7,988.77
Suspense/Misc. Credits	(\$151.89)
<b>TOTAL</b>	<b>\$77,856.32</b>

Plus interest at six percent per annum.

Note: The above figure is not a payoff quote. Sheriff's commission is not included in the above figure.

BY THE COURT  
*Frederick J. Cameron*  
J.

ORIGINAL

Phelan Hallinan, LLP  
John D. Krohn, Esq., Id. No.312244  
1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103  
john.krohn@phelanhallinan.com  
215-563-7000

ATTORNEY FOR PLAINTIFF

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION S/B/M CHASE HOME  
FINANCE, LLC S/B/M TO CHASE  
MANHATTAN MORTGAGE CORPORATION  
Plaintiff

Court of Common Pleas

Civil Division

CLEARFIELD County

vs.

No.: 2006-01852-CD

ERIC J. HENICO

Defendant

**CERTIFICATION OF SERVICE**

I hereby certify that a true and correct copy of the January 15, 2014 Court Order in regards to Plaintiff's Motion to Reassess Damages was sent to the following individuals on the date indicated below.

ERIC J. HENICO  
46 GREEN STREET  
WESTOVER, PA 16692

Chester A. Hawkins  
Office of the Sheriff  
1 North 2nd Street  
Suite 116  
Clearfield, PA 16830

**FILED**

**FEB 21 2014**

BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS

M/ 2:15/pm

cc Atty Krohn

Phelan Hallinan, LLP

DATE: 2/20/14

By: [Signature]

John D. Krohn, Esq., Id. No.312244  
Attorney for Plaintiff

FILED No CC  
m/ 2.27cm  
APR 25 2014  
BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS  
6K

Phelan Hallinan, LLP  
Jonathan M. Etkowicz, Esq., Id. No.208786  
1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103  
jonathan.etkowicz@phelanhallinan.com  
215-563-7000

ATTORNEY FOR PLAINTIFF

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION S/B/M CHASE HOME  
FINANCE, LLC S/B/M TO CHASE  
MANHATTAN MORTGAGE CORPORATION  
Plaintiff

: Court of Common Pleas

: Civil Division

: CLEARFIELD County

: No.: 2006-01852-CD

v.

ERIC J. HENICO

Defendant

**PLAINTIFF'S MOTION TO REASSESS DAMAGES**

Plaintiff, by its Attorneys, Phelan Hallinan, LLP, moves the Court to direct the  
Prothonotary to amend the judgment in this matter, and in support thereof avers the following:

1. Plaintiff commenced this foreclosure action by filing a Complaint on November 30, 2006.
2. Judgment was entered on February 15, 2007 in the amount of \$55,890.96. A true and correct copy of the judgment docket is attached hereto, made part hereof, and marked as Exhibit "A".



3. Plaintiff filed a prior Motion to Reassess Damages, which was granted by Order dated January 16, 2014, amending the judgment amount to \$77,856.32. A true and correct copy of the Order is attached hereto, made part hereof, and marked as Exhibit B.

4. Pursuant to Pennsylvania Rule of Civil Procedure 1037(b)(1), a default judgment containing a dollar amount must be entered for the amount claimed in the complaint and any item which can be calculated from the complaint, i.e. bringing the interest current. However, new items cannot be added at the time of entry of the judgment.

5. The Property is listed for Sheriff's Sale on May 9, 2014.

6. Additional sums have been incurred or expended on Defendant's behalf since the Complaint was filed and Defendant has been given credit for any payments that have been made since the judgment. The amount of damages should now read as follows:

Principal Balance	\$46,365.58
Interest Through March 7, 2014	\$16,235.41
Legal fees	\$9,288.77
Cost of Suit and Title	\$1,171.66
Property Inspections	\$364.00
Property Preservation	\$5,430.00
Appraisal/Brokers Price Opinion	\$850.00
Escrow to be Paid Prior	\$1,336.46
Escrow Deficit	\$7,988.77
Suspense/Misc. Credits	<u>(\$151.89)</u>
<b>TOTAL</b>	<b>\$88,878.76</b>

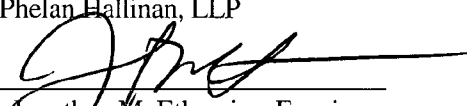
7. The judgment formerly entered is insufficient to satisfy the amounts due on the Mortgage.

8. Under the terms of the Mortgage and Pennsylvania law, Plaintiff is entitled to inclusion of the figures set forth above in the amount of judgment against the Defendant.

9. Plaintiff's foreclosure judgment is in rem only and does not include personal liability, as addressed in Plaintiff's attached brief.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court amend the judgment as requested.

DATE: 4/24/14

Phelan Hallinan, LLP  
By:   
Jonathan M. Etkowicz, Esquire  
ATTORNEY FOR PLAINTIFF

# **Exhibit “A”**

Date: 8/9/2013

Time: 10:25 AM

Page 1 of 1

Clearfield County Court of Common Pleas

ROA Report

Case: 2006-01852-CD

Current Judge: No Judge

User: PUBLIC

JPMorgan Chase Bank, N.A., et al vs. Eric J. Henico

Mortgage Foreclosures

Date		Judge
11/9/2006	New Case Filed.	No Judge
	Filing: Complaint in Mortgage Foreclosure, situated in the Borough of Westover Paid by: Anthou, Kristine M. Esq (attorney for Chase Home Finance LLC) Receipt number: 1916378 Dated: 11/09/2006 Amount: \$85.00 (Check) 1CC shff.	No Judge
2/9/2007	Sheriff Return, November 30, 2006 at 1:00 pm Served the within Complaint in Mortgage Foreclosure on Eric J. Henico. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Grenen \$58.37	No Judge
2/15/2007	Filing: Default Judgment Paid by: Anthou, Kristine M., Esquire Receipt number: 1917651 Dated: 02/15/2007 Amount: \$20.00 (Check) Judgment in favor of Plaintiff and against Defendant in the amount of \$55,890.96. Filed by s/ Kristine M. Anthou, Esquire. 1CC & Notice to Def., Statement to Atty	No Judge
2/26/2007	Filing: Writ of Execution / Possession Paid by: Anthou, Kristine M. Esq (attorney for Chase Home Finance LLC) Receipt number: 1917777 Dated: 02/26/2007 Amount: \$20.00 (Check) Writ in the amount of \$57,702.30. Filed by s/ Kristine M. Anthou, Esquire. 1CC Sheriff and 6 Writs w/ prop descr.	No Judge
4/9/2007	Pa. R.C.P. Rule 3129.2 (c) (2) Pursuant to Rule 3129.1 Lienholder Affidavit of Service, filed by s/ Kristine M. Anthou Esq. No CC.	No Judge
	Pa.R.C.P. Rule 3129.2 (c) Affidavit of Service Defendant/Owners, filed by s/ Kristine M. Anthou Esq. No CC.	No Judge
1/14/2008	Sheriff Return, NOT SOLD So Answers, Chester A. Hawkins, Sheriff by s/Cynthia Butler-Aughenbaugh. Shff Hawkins costs pd by Atty. \$279.11	No Judge
8/6/2010	Filing: Praecipe for Writ of Exeution. Paid by: Anthou, Kristine M. Esq (attorney for Chase Home Finance LLC) Receipt number: 1936069 Dated: 8/6/2010 Amount: \$20.00 (Check) For: Chase Home Finance LLC (plaintiff) Amount due: \$61,617.22 1CC & 6 writs w/prop. desc to shff.	No Judge
10/7/2010	Pa. R.C.P. Rule 3129.2(c) Affidavit of Service Defendants/Owners. Filed by s/ Kristine M. Anthou, Esq. No CC	No Judge
	Pa. R.C.P. rule 3129.2(c)(2) Pursuant to Rule 3129.1, Lienholder Affidavit of Service, filed by s/ Kristine M. Anthou, Esq. No CC	No Judge
6/27/2011	Sheriff Return, NOT SOLD So Answers, Chester A. Hawkins, Sheriff by s/Cynthia Butler-Aughenbaugh Shff Hawkins costs pd by Atty. \$263.04	No Judge
6/14/2013	Entry of Appearance, on behalf of the Plaintiff, enter appearance of Allison F. Zuckerman, Esq. 1CC Atty. Zuckerman	No Judge

Date: 8/9/2013  
Time: 10:26 AM  
Page 1 of 1

**Clearfield County Court of Common Pleas**  
Party Detail Summary  
Criminal, Juvenile, and Civil Cases

User: PUBLIC

<b>Henico, Eric J.</b>		DOB: 00/00/0000	SSN:
46 Green Street		License:	Height:
Westover	PA 16692	Sex:	Weight:
			Hair:
		Balance due court: 0.00	Eyes:
<b>Case: 2006-01852-CD</b>	<b>Defendant</b>	<b>Judgment Entered</b>	
Judge: No Judge	Filing Date: 11/9/2006		
<b>Case Total:</b>	<b>0.00</b>	<b>Paid:</b>	<b>0.00</b>
		<b>Balance:</b>	<b>0.00</b>

Date: 8/9/2013  
Time: 10:36 AM  
Page 1 of 1

**Clearfield County Court of Common Pleas**  
Party Detail Summary  
Criminal, Juvenile, and Civil Cases

User: PUBLIC

<b>Henico, Eric J.</b>		DOB: 00/00/0000	SSN:
46 Green Street		License:	Height:
Westover	PA 16692	Sex:	Weight:
		Balance due court: 0.00	Hair:
			Eyes:
<b>Case: 2006-01852-CD</b>	<b>Defendant</b>	<b>Judgment Entered</b>	
Judge: No Judge	Filing Date: 11/9/2006		
<b>Case Total:</b>	<b>0.00</b>	<b>Paid:</b>	<b>0.00 Balance: 0.00</b>

# **Exhibit “B”**

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION S/B/M CHASE HOME  
FINANCE, LLC S/B/M TO CHASE  
MANHATTAN MORTGAGE CORPORATION  
Plaintiff

Court of Common Pleas

Civil Division

CLEARFIELD County

No.: 2006-01852-CD

v.

ERIC J. HENICO

Defendant

ORDER

AND NOW, this 15<sup>th</sup> day of January, 2014, the Prothonotary is ORDERED to  
amend the in rem judgment and the Sheriff is ORDERED to amend the writ nunc pro tunc in this  
case as follows:

Principal Balance	\$46,385.58
Interest Through January 10, 2014	\$15,776.24
Legal fees	\$1,650.00
Cost of Suit and Title	\$502.62
Property Inspections	\$308.00
Property Preservation	\$5,147.00
Appraisal/Brokers Price Opinion	\$250.00
Escrow Deficit	\$7,988.77
Suspense/Misc. Credits	(\$151.89)

**TOTAL** \$77,856.32

Plus interest at six percent per annum.

Note: The above figure is not a payoff quote. Sheriff's commission is not included in the above figure.

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

BY THE COURT  
*Justice J. Ammann*

JAN 20 2014

A TRUE COPY  
ATTEST: *D. F. Spill*  
PROTHONOTARY-CLERK

817724



Phelan Hallinan, LLP  
Jonathan M. Etkowicz, Esq., Id. No.208786  
1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103  
jonathan.etkowicz@phelanhallinan.com  
215-563-7000

ATTORNEY FOR PLAINTIFF

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION S/B/M CHASE HOME  
FINANCE, LLC S/B/M TO CHASE  
MANHATTAN MORTGAGE CORPORATION  
Plaintiff

: Court of Common Pleas  
:  
: Civil Division  
:  
: CLEARFIELD County

v.

: No.: 2006-01852-CD  
:

ERIC J. HENICO

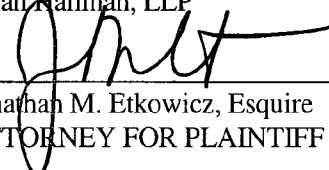
Defendant

**CERTIFICATION OF SERVICE**

I hereby certify that true and correct copies of Plaintiff's Motion to Reassess Damages, and Brief in Support thereof were sent to the following individual on the date indicated below.

ERIC J. HENICO  
46 GREEN STREET  
WESTOVER, PA 16692

DATE: 4/24/14

Phelan Hallinan, LLP  
By:   
Jonathan M. Etkowicz, Esquire  
ATTORNEY FOR PLAINTIFF

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

JPMORGAN CHASE BANK, NATIONAL	:	Court of Common Pleas
ASSOCIATION S/B/M CHASE HOME	:	
FINANCE, LLC S/B/M TO CHASE	:	Civil Division
MANHATTAN MORTGAGE CORPORATION	:	
Plaintiff	:	CLEARFIELD County
	:	
v.	:	No.: 2006-01852-CD
	:	
ERIC J. HENICO	:	

Defendant

**ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2014 the Prothonotary is ORDERED to amend the in rem judgment and the Sheriff is ORDERED to amend the writ nunc pro tunc in this case as follows:

Principal Balance	\$46,365.58
Interest Through March 7, 2014	\$16,235.41
Legal fees	\$9,288.77
Cost of Suit and Title	\$1,171.66
Property Inspections	\$364.00
Property Preservation	\$5,430.00
Appraisal/Brokers Price Opinion	\$850.00
Escrow to be Paid Prior	\$1,336.46
Escrow Deficit	\$7,988.77
Suspense/Misc. Credits	<u>(\$151.89)</u>
<b>TOTAL</b>	<b>\$88,878.76</b>

Plus interest at six percent per annum.

Note: The above figure is not a payoff quote. Sheriff's commission is not included in the above figure.

BY THE COURT

---

J.

CA

5  
FILED 2cc Atty  
9/3:58cm Et Kowicz  
APR 29 2014  
GIC

BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JPMORGAN CHASE BANK, NATIONAL : Court of Common Pleas  
ASSOCIATION S/B/M CHASE HOME :  
FINANCE, LLC S/B/M TO CHASE : Civil Division  
MANHATTAN MORTGAGE CORPORATION :  
Plaintiff : CLEARFIELD County

v. : No.: 2006-01852-CD  
:

ERIC J. HENICO

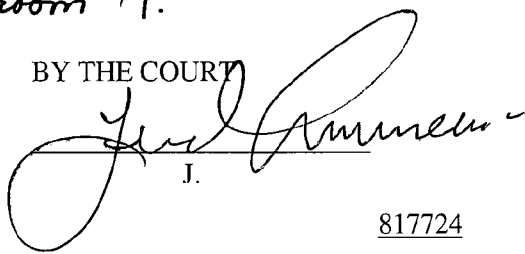
Defendant

RULE

AND NOW, this 28<sup>th</sup> day of April 2014, a Rule is entered upon the  
Defendant to show cause why an Order should not be entered granting Plaintiff's Motion to  
Reassess Damages.

Rule Returnable on the 13<sup>th</sup> day of June 2014, at 3:00 in the Clearfield  
County Courthouse, Clearfield, Pennsylvania, Courtroom #1. pm

BY THE COURT

  
J.

817724

Phelan Hallinan, LLP  
Jonathan M. Etkowicz, Esq., Id. No.208786  
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One Penn Center Plaza  
Philadelphia, PA 19103  
jonathan.etkowicz@phelanhallinan.com  
215-563-7000

ATTORNEY FOR PLAINTIFF

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION S/B/M CHASE HOME  
FINANCE, LLC S/B/M TO CHASE  
MANHATTAN MORTGAGE CORPORATION  
Plaintiff

vs.

ERIC J. HENICO

Defendant

: Court of Common Pleas

: Civil Division

: CLEARFIELD County

: No.: 2006-01852-CD

**CERTIFICATION OF SERVICE**

I hereby certify that a true and correct copy of the Court's April 29, 2014 Rule directing the Defendant to show cause as to why Plaintiff's Motion to Reassess Damages should not be granted was served upon the following individual on the date indicated below.

ERIC J. HENICO  
46 GREEN STREET  
WESTOVER, PA 16692

DATE:

5/8/14

FILED

MAY 09 2014

BRIAN K  
PROTHONOTARY

M/1258/1315

100 Atty. Etkowicz

Phelan Hallinan, LLP

By:

Jonathan M. Etkowicz, Esq., Id. No.208786  
Attorney for Plaintiff

817724

CA

Phelan Hallinan, LLP  
Jonathan M. Etkowicz, Esq., Id. No.208786  
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Philadelphia, PA 19103  
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215-563-7000

ATTORNEY FOR PLAINTIFF

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION S/B/M CHASE HOME  
FINANCE, LLC S/B/M TO CHASE  
MANHATTAN MORTGAGE CORPORATION  
Plaintiff

vs.

ERIC J. HENICO

Defendant

: Court of Common Pleas

: Civil Division

: CLEARFIELD County

: No.: 2006-01852-CD

**PRAECIPE TO WITHDRAW MOTION TO REASSESS DAMAGES**

**TO THE PROTHONOTARY:**

Plaintiff hereby withdraws its Motion to Reassess Damages, filed on or about April 24,  
2014 in the above referenced action.

DATE:

5/14/14

Phelan Hallinan, LLP

By:

Jonathan M. Etkowicz, Esq., Id. No.208786  
Attorney for Plaintiff

FILED NOCC  
MAY 15 2014  
BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS

Phelan Hallinan, LLP  
Jonathan M. Etkowicz, Esq., Id. No.208786  
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Philadelphia, PA 19103  
jonathan.etkowicz@phelanhallinan.com  
215-563-7000

ATTORNEY FOR PLAINTIFF

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION S/B/M CHASE HOME  
FINANCE, LLC S/B/M TO CHASE  
MANHATTAN MORTGAGE CORPORATION  
Plaintiff

vs.

ERIC J. HENICO

Defendant

: Court of Common Pleas

: Civil Division

: CLEARFIELD County

: No.: 2006-01852-CD

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of Plaintiff's Praecipe to Withdraw its  
Motion to Reassess Damages was served upon the following interested party on the date  
indicated below.

ERIC J. HENICO  
46 GREEN STREET  
WESTOVER, PA 16692

DATE: 5/14/14

Phelan Hallinan, LLP  
By: [Signature]  
Jonathan M. Etkowicz, Esq., Id. No.208786  
Attorney for Plaintiff

Phelan Hallinan, LLP  
Jonathan Lobb, Esq., Id. No.312174  
1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103  
Jonathan.Lobb@phelanhallinan.com  
215-563-7000

ATTORNEY FOR PLAINTIFF

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION S/B/M CHASE HOME  
FINANCE, LLC S/B/M TO CHASE  
MANHATTAN MORTGAGE CORPORATION  
Plaintiff

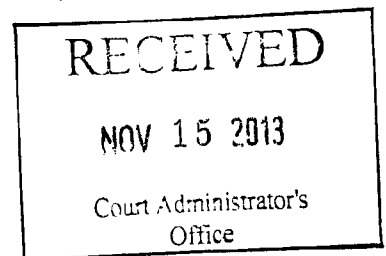
: Court of Common Pleas  
:  
: Civil Division  
:  
: CLEARFIELD County  
:  
: No.: 2006-01852-CD  
:

v.

ERIC J. HENICO

Defendant

**MEMORANDUM OF LAW IN SUPPORT OF  
PLAINTIFF'S MOTION TO REASSESS DAMAGES**



**I. BACKGROUND OF CASE**

ERIC J. HENICO executed a Promissory Note agreeing to pay principal, interest, late charges, real estate taxes, hazard insurance premiums, and mortgage insurance premiums as these sums became due. Plaintiff's Note was secured by a Mortgage on the Property located at 46 GREEN STREET, WESTOVER, PA 16692. The Mortgage indicates that in the event of a default in the mortgage, Plaintiff may advance any necessary sums, including taxes, insurance, and other items, in order to protect the security of the Mortgage.

In the instant case, Defendant defaulted under the Mortgage by failing to tender numerous, promised monthly mortgage payments. Accordingly, after it was clear that the default would not be cured, Plaintiff commenced the instant mortgage foreclosure action. Judgment was subsequently entered by the Court, and the Property is currently scheduled for Sheriff's Sale.



Because of the period of time between the initiation of the mortgage foreclosure action, the entry of judgment and the Sheriff's Sale date, damages as previously assessed are outdated and need to be adjusted to include current interest, real estate taxes, insurance premiums, costs of collection, and other expenses which Plaintiff has been obligated to pay under the Mortgage in order to protect its interests. It is also appropriate to give Defendant credit for monthly payments tendered through bankruptcy, if any.

## **II. LEGAL ARGUMENT TO AMEND PLAINTIFF'S IN REM JUDGMENT**

It is settled law in Pennsylvania that the Court may exercise its equitable powers to control the enforcement of a judgment and to grant any relief until that judgment is satisfied. 20 P.L.E., Judgments § 191. Stephenson v. Butts, 187 Pa.Super. 55, 59, 142 A.2d 319, 321 (1958). Chase Home Mortgage Corporation of the Southwest v. Good, 537 A.2d 22, 24 (Pa.Super. 1988). The Pennsylvania Superior Court has repeatedly cited the right of a foreclosing creditor to amend its judgment prior to the Sheriff's sale. Nationsbank Mortgage Corp. v. Grillo, 827 A.2d 489 (Pa.Super. 2003). Morgan Guaranty Trust Co. of N.Y. v. Mowl, 705 A.2d 923 (Pa. Super. 1998). Union National Bank of Pittsburgh v. Ciongoli, 407 Pa.Super. 171, 595 A.2d 179 (1991).

The Supreme Court of Pennsylvania recognized in Landau v. Western Pa. Nat. Bank, 445 Pa. 117, 282 A.2d 335 (1971), that the debt owed on a Mortgage is subject to change and, in fact, can be expected to change from day to day because the bank must advance sums in order to protect its collateral. Because a Mortgage lien is not extinguished until the debt is paid, Plaintiff must protect its collateral up until the date of sale. Beckman v. Altoona Trust Co., 332 Pa. 545, 2 A.2d 826 (1939). Because a judgment in mortgage foreclosure is strictly in rem, it is critical that the judgment reflect those amounts expended by the Plaintiff in protecting the property. Meco Reality

}

Company v. Burns, 414 Pa. 495, 200 A.2d 335 (1971). Plaintiff submits that if it goes to sale without the requested amended judgment, and if there is competitive bidding for the Property, Plaintiff will suffer a significant loss in that it would not be able to recoup monies it advanced to protect its interests. Conversely, amending the in rem judgment will not be detrimental to Defendant as it imputes no personal liability.

In B.C.Y. v. Bukovich, the Pennsylvania Superior Court reiterated its long standing rule that a Court has the inherent power to correct a judgment to conform to the facts of a case. 257 Pa. Super. 157, 390 A.2d 276 (1978). In the within case, the amount of the original judgment does not adequately reflect the additional sums due on the Mortgage due to Defendant's failure to tender payments during the foreclosure proceeding and the advances made by the mortgage company. The Mortgage plainly requires the mortgagor to tender to the mortgagee monthly payments of principal and interest until the Promissory Note accompanying the Mortgage is paid in full. The mortgagor is also required to remit to the mortgagee sufficient sums to pay monthly mortgage insurance premiums, fire insurance premiums, taxes and other assessments relating to the Property. The mortgagor has breached the terms of the Mortgage, and Plaintiff has been forced to incur significant unjust financial losses on this loan.

### **III. THE FORECLOSURE JUDGMENT IS IN REM ONLY**

The within case is a mortgage foreclosure action, the sole purpose of which is to take the mortgaged property to Sheriff's Sale. Pennsylvania law makes clear that an action in mortgage foreclosure is strictly in rem and does not include any personal liability. Newtown Village Partnership v. Kimmel, 424 Pa. Super 53, 55, 621 A.2d 1036, 1037 (1993). Signal Consumer

Discount Company v. Babuscio, 257 Pa. Super 101, 109, 390 A.2d 266, 270 (1978). Pennsylvania Rule of Civil Procedure 1141(a).

However, Pennsylvania law requires that the foreclosure action demand judgment for the amount due. Pa.R.C.P. 1147(6). The purpose of the dollar amount in the in rem judgment is for bidding at the Sheriff's Sale. In the event that a third party real estate speculator were to bid on the mortgaged property at the Sheriff's Sale and become the successful purchaser, Plaintiff would receive the amount of the in rem judgment from the Sheriff.

#### IV. INTEREST

The Mortgage clearly requires that the Defendant's shall promptly pay when due the principal and interest due on the outstanding debt. In addition, the Note specifies the rate of interest to be charged until the debt is paid in full or otherwise satisfied. Specifically, interest from 30 days prior to the date of default through the date of the impending Sheriff's sale has been requested.

#### V. TAXES AND INSURANCE

If Plaintiff had not advanced monies for taxes and insurance throughout the foreclosure proceeding, Plaintiff would have risked loss of its collateral. If the Property were sold at a tax sale, Plaintiff's interest very well may be divested, and Plaintiff would sustain a complete loss on the outstanding balance due on the loan. If the Property were damaged in a fire, Plaintiff would not be able to obtain insurance proceeds to restore the Property if it did not pay the insurance premiums.

Most importantly, the Mortgage specifically provides that the mortgagee may advance the monies for taxes and insurance and charge these payments against the escrow account. Plaintiff is simply seeking to have the Court enforce the terms of the Mortgage.

## **VI. ATTORNEY'S FEES**

The Plaintiff's foreclosure fees are very modest. They cover all of the legal work done throughout the course of the foreclosure action to date, including reviewing the Act 6 or Act 91 letters, loan documents, account records, title reports and supporting documents, preparing and reviewing the mortgage foreclosure complaint, filing and service of the complaint, Rule 237.1 Notice, Department of Defense search, entry of judgment, the writ of execution process, lien holder notices, and all of the other legal work that goes into handling the mortgage foreclosure lawsuit.

The Mortgage specifically provides for Plaintiff's recovery of its attorney fees. The amount of attorney's fees requested in the Motion to Reassess Damages is in accordance with the loan documents and Pennsylvania law. Pennsylvania Courts have long and repeatedly concluded that a request of five percent of the outstanding principal balance is reasonable and enforceable as an attorney's fee. Robinson v. Loomis, 51 Pa. 78 (1865); First Federal Savings and Loan Association v. Street Road Shopping Center, 68 D&C 2d 751, 755 (1974).

In Federal Land Bank of Baltimore v. Fetner, the Superior Court held that an attorney's fee of ten percent of the original mortgage amount is not unconscionable. 410 A.2d 344 (Pa. Super. 1979). The Superior Court cited Fetner in confirming that an attorney's fee of ten percent included in the judgment in mortgage foreclosure action was reasonable. Citicorp v. Morrisville Hampton Realty, 662 A.2d 1120 (Pa. Super. 1995). Plaintiff's legal fees are not a percentage but are significantly less than what is permitted by Pennsylvania law.

## **VII. COST OF SUIT AND TITLE**

Pursuant to the terms of the mortgage, Plaintiff is entitled to recover all expenses incurred in the foreclosure action. The amount claimed for the costs of suit and title are the expenses Plaintiff paid to date as a result of the mortgage default.

The title report is necessary to determine the record owners of the property, as Pa.R.C.P. 1144 requires all record owners to be named as Defendants in the foreclosure action. It is also necessary to determine whether there are any prior liens to be cleared, so that the Sheriff's sale purchaser acquires clear title to the property. It is necessary to determine if there are IRS liens on the property, whether the Defendants are divorced (which could affect service of the complaint), and numerous other legal issues. The title bringdown is necessary to identify any new liens on the property or new owners between the time of filing and complaint and the writ date.

The Freedom of Information Act inquiries and the investigation into Defendants' whereabouts are necessary to effectively attempt personal service of the complaint and notice of sale on the Defendant. The notice of sale and Rule 3129 notice are required by Pa.R.C.P. 3129.1 and 3129.2 to notify all lienholders, owners, and interested persons of the Sheriff's sale date, as their interests will be divested by the Sheriff's sale.

Accordingly, the modest sums Plaintiff has incurred for the costs of suit and title were necessary pursuant to Pennsylvania law. The amounts were reasonable and actually incurred. The mortgage and Pennsylvania law permit Plaintiff to recover these sums through its foreclosure action. As the foreclosure action is in rem only, Plaintiff recovers its judgment from the sale of the property, not out of the Defendant's pockets. Plaintiff should recover the costs of suit and title in their entirety, which will not cause harm to the Defendants.

### **VIII. PROPERTY INSPECTIONS AND PRESERVATION**

The terms of the mortgage provide for property inspections and property preservation charges. The lender or its agent may make reasonable inspections of the property pursuant to the terms of the mortgage. When a borrower defaults under the terms of the mortgage, the lender may do, or pay for, whatever is reasonable to protect its interest in the collateral, including property maintenance. Any amounts disbursed by the lender for property inspections and preservation become additional debt of the borrower secured by the mortgage. The lender may charge the borrower for services performed in connection with the default, for the purpose of protecting the lender's interest in the property, including property inspections and valuation costs.

When a loan is in default, the lender's risk increases. Mortgage companies typically have a vendor visit the premises to determine if any windows need to be boarded up, if the property is vacant, if the grass needs to be cut, or the snow shoveled. If the property inspection reveals any problems at the mortgaged premises, then the mortgage company may proceed to take whatever steps are necessary to secure the collateral, such as boarding windows, winterizing, removing hazards or debris, etc. The mortgage company generally pays a vendor to handle these tasks, which are referred to in the industry as "property preservation". These services avoid code violations and avoid the property becoming an eyesore in the neighborhood. Property preservation helps maintain property values in the neighborhood.

Accordingly, line items included in Motions to Reassess Damages for property inspections and property preservation represent amounts which the mortgage company has paid out of its pocket to preserve its collateral, consistent with the terms of the mortgage contract.

Since the terms of the mortgage provide that such expenses by the mortgage company become part of the borrower's debt secured by the mortgage, those expenses are properly included in the Plaintiff's Motion to Reassess Damages.

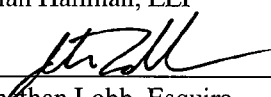
**IX. CONCLUSION**

Therefore, Plaintiff respectfully submits that if the enforcement of its rights is delayed by legal proceedings, and such delays require the mortgagee to expend additional sums provided for by the Mortgage, then the expenses necessarily become part of the mortgagee's lien and should be included in the judgment.

Plaintiff respectfully requests that this Honorable Court grant its Motion to Reassess Damages. Plaintiff submits that it has acted in good faith in maintaining the Property in accordance with the Mortgage, and has relied on terms of the Mortgage with the understanding that it would recover the monies it expended to protect its collateral.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court amend the judgment as requested.

DATE: 11/12/13

Phelan Hallinan, LLP  
By:   
Jonathan Lobb, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21660  
NO: 06-1852-CD

PLAINTIFF: JP MORGAN CHASE BANK, NATIONAL ASSOCIATION S/B/M CHASE HOME FINANCE, LLC S/B/M TO CHASE MANHATTAN MORTGAGE CORPORATION

vs.

DEFENDANT: ERIC J. HENICO

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 9/20/2013

LEVY TAKEN 10/17/2013 @ 10:32 AM

POSTED 10/17/2013 @ 10:32 AM

SALE HELD 5/9/2014

SOLD TO JP MORGAN CHASE BANK, NATIONAL ASSOCIATION S/B/M CHASE HOME FINANCE, LLC  
S/B/M TO CHASE MANHATTAN MORTGAGE CORPORATION

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 7/17/2014

DATE DEED FILED 7/17/2014

PROPERTY ADDRESS 46 GREEN STREET WESTOVER , PA 16692

SERVICES

3/12/2014 @ SERVED ERIC J. HENICO

SERVED ERIC J. HENICO BY REG MAIL TO 46 GREEN STREET, WESTOVER, CLEARFIELD COUNTY, PENNSYLVANIA. REG MAIL RETD UNCLAIMED 3/12/2014

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

@ SERVED

RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR JANUARY 10, 2014 TO MARCH 7, 2014, DUE TO SERVICE OF NOTICE OF SALE.

@ SERVED

RECEIVED A FAX LETTER FORM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR MARCH 7, 2014 TO MAY 9, 2014 DUE TO CLIENT REQUEST.

16  
FILED pd \$5.00  
S of J. Sam  
JUL 17 2014

BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21660

NO: 06-1852-CD

PLAINTIFF: JP MORGAN CHASE BANK, NATIONAL ASSOCIATION S/B/M CHASE HOME FINANCE, LLC S/B/M TO  
CHASE MANHATTAN MORTGAGE CORPORATION

vs.

DEFENDANT: ERIC J. HENICO

Execution REAL ESTATE

SHERIFF RETURN

---

Sheriff Thurston \$301.95

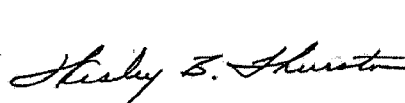
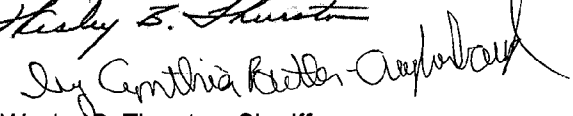
SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2014

\_\_\_\_\_

So Answers,

  
  
Wesley B. Thurston, Sheriff

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)

Pa.R.C.P. 3180-3183 and Rule 3257

JP MORGAN CHASE BANK, NATIONAL ASSOCIATION S/B/M  
CHASE HOME FINANCE, LLC S/B/M TO CHASE MANHATTAN  
MORTGAGE CORPORATION

COURT OF COMMON PLEAS

CIVIL DIVISION

NO.: 2006-01852-CD

CLEARFIELD COUNTY

vs.

ERIC J. HENICO  
Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

PREMISES: 46 GREEN STREET, WESTOVER, PA 16692  
(See Legal Description attached)

Amount Due

\$55,890.96

Interest from 02/16/2007 to Sale

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

Per diem \$9.19

Writ Total

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

PROTHONOTARY COSTS \$165.00

*Will*  
\_\_\_\_\_  
OFFICE OF THE PROTHONOTARY OF CLEARFIELD  
COUNTY, PENNSYLVANIA

Dated 9-19-13  
(SEAL)

PH # 817724

Received this writ this 20th day  
of September A.D. 2013  
At 10:00 A.M./P.M.

Chester A. Hawkins  
Sheriff *Joy Cynthia Bitter - Olyphant*

No.: 2006-01852-CD

IN THE COURT OF COMMON PLEAS OF  
CLERAFIELD COUNTY, PENNSYLVANIA

JP MORGAN CHASE BANK, NATIONAL ASSOCIATION S/B/M CHASE HOME FINANCE, LLC S/B/M TO  
CHASE MANHATTAN MORTGAGE CORPORATION

vs.

ERIC J. HENICO

---

WRIT OF EXECUTION  
(Mortgage Foreclosure)

---

	<u>Costs</u>
Real Debt	\$55,890.96

Int. from

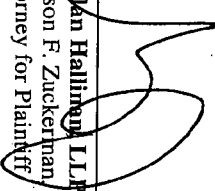
To Date of Sale (\$9.19 per diem)

Costs

Prothy Pd.

Sheriff

Filed

  
Phelan Hallinan, LLP  
Allison F. Zuckerman, Esq., Id. No. 309519  
Attorney for Plaintiff

Address where papers may be served:

ERIC J. HENICO  
46 GREEN STREET  
WESTOVER, PA 16692

### LEGAL DESCRIPTION

ALL THAT CERTAIN parcel of land, consisting of two lots, situated in the Borough of Westover, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point one hundred twenty (120) feet northerly from the intersection of Park Street and Green Street; thence in a northerly direction one hundred twenty (120) feet along Green Street to line of land now or formerly of Robert J. Noren and Jane Noren, husband and wife, the former grantors herein, out of which this conveyance is a part; thence by line through land of said Norens in a westerly direction one hundred fifty (150) feet to an alley; thence along alley in a southerly direction one hundred twenty (120) feet to land concurrently conveyed herewith to William D. Fronk and Rita L. Fronk, husband and wife, thence by the Fronk line in an easterly direction one hundred fifty (150) feet to a point in the line of Green Street and place of beginning.

SUBJECT TO coal and mining rights, rights of way, easements, building lines, covenants, conditions, restrictions, etc., as same may appear in prior instruments of record.

TITLE TO SAID PREMISES IS VESTED IN Eric J. Henico, individual, by Deed from John T. Killion, executor of the last will and testamen of Helen L. Killion, late, dated 02/04/2003, recorded 02/26/2003 in Instrument Number 200302821.

Tax Parcel: 0200E1735800071

Premises Being: 46 GREEN STREET, WESTOVER, PA 16692

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME ERIC J. HENICO

NO. 06-1852-CD

NOW, July 17, 2014, 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 May 09, 2014, I exposed the within described real estate of Eric J. Henico to public venue or outcry at which time and place I sold the same to JP MORGAN CHASE BANK, NATIONAL ASSOCIATION S/B/M CHASE HOME FINANCE, LLC S/B/M TO CHASE MANHATTAN MORTGAGE CORPORATION 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	37.29
LEVY	15.00
MILEAGE	37.29
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	6.37
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	40.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$301.95</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	62.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$62.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	46,385.58
INTEREST @ 9.1900 %	24,252.41
FROM 02/16/2007 TO 05/09/2014	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	502.62
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	7,988.77
PROPERTY INSPECTIONS	308.00
INTEREST	15,776.24
MISCELLANEOUS	5,245.11
<b>TOTAL DEBT AND INTEREST</b>	<b>\$102,128.73</b>

**COSTS:**

ADVERTISING	279.25
TAXES - COLLECTOR	
TAXES - TAX CLAIM	0.00
ASSESSMENT FEE	10.00
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	62.50
SHERIFF COSTS	301.95
LEGAL JOURNAL COSTS	300.00
PROTHONOTARY	165.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,263.70</b>

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

CHESTER A. HAWKINS, Sheriff

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

JP MORGAN CHASE BANK, NATIONAL  
ASOCIATION S/B/M CHASE HOME FINANCE, LLC  
S/B/M TO CHASE MANHATTAN MORTGAGE  
CORPORATION,  
Plaintiff

vs.

ERIC J. HENICO  
Defendant

NO. 2006-1852-CD

**ORDER**

NOW, this 13th day of December, 2013, the Plaintiff is granted leave to serve the  
**NOTICE OF SHERIFF'S SALE** upon the Defendant **ERIC J. HENICO**, by:

1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to the following address: 46 Green Street, Westover, PA 16692;
3. By certified mail, return receipt requested, to the following address: 46 Green Street, Westover, PA 16692; and
4. By posting the mortgaged premises known in this herein action as: 46 Green Street, Westover, PA 16692.

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 a true copy of the original  
statement filed in this case.

DEC 16 2013

Attest.

*William L. Hines*  
Prothonotary/  
Clerk of Courts

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN  
President Judge



WESLEY B. THURSTON  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

3-12-14  
cc



016H26524836  
\$ 00.690  
03/05/2014  
Mailed From 16830  
US POSTAGE

Hasler

ERICO J. HENICO  
46 GREEN STREET  
WESTOVER, PA 16830

NIXIE 152 DE 1689 0003/11/14

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

BC: 16830247201 \*3043-04303-05-42

1683002472

**Phelan Hallinan, LLP**  
**One Penn Center at Suburban Station**  
**1617 John F. Kennedy Boulevard**  
**Suite 1400**  
**Philadelphia, PA 19103-1814**  
**(215) 563-7000**  
**Fax: (215) 563-7009**

Representing Lenders in  
Pennsylvania

Foreclosure Manager

December 12, 2013

Office of the Sheriff  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830

Attn: Real Estate Department

Fax Number: 814-765-5915

Re: JPMORGAN CHASE BANK, NATIONAL ASSOCIATION S/B/M CHASE  
HOME FINANCE, LLC S/B/M TO CHASE MANHATTAN MORTGAGE  
CORPORATION v.  
ERIC J. HENICO  
46 GREEN STREET WESTOVER, PA 16692  
No.: 2006-01852-CD

Dear Sir/Madam:

Please Postpone the Sheriff Sale of the above referenced property, which is scheduled for January 10, 2014 due to the following: Service of NOS.

The Property is to be relisted for the March 7, 2014 Sheriff Sale.

Thank you for your cooperation in this matter.

Very Truly Yours,  
PATRICK RALSTON for  
Phelan Hallinan, LLP



**Phelan Hallinan, LLP**  
**One Penn Center at Suburban Station**  
**1617 John F. Kennedy Boulevard**  
**Suite 1400**  
**Philadelphia, PA 19103-1814**  
**(215) 563-7000**  
**Fax: (215) 563-7009**

Representing Lenders in  
Pennsylvania

Foreclosure Manager

March 7, 2014

Office of the Sheriff  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830

Attn: Real Estate Department

Fax Number: 814-765-5915

Re: JPMORGAN CHASE BANK, NATIONAL ASSOCIATION S/B/M CHASE  
HOME FINANCE, LLC S/B/M TO CHASE MANHATTAN MORTGAGE  
CORPORATION v.  
ERIC J. HENICO  
46 GREEN STREET WESTOVER, PA 16692  
No.: 2006-01852-CD

Dear Sir/Madam:

Please Postpone the Sheriff Sale of the above referenced property, which is scheduled for March 7, 2014 due to the following: Per Client.

The Property is to be relisted for the May 9, 2014 Sheriff Sale.

Thank you for your cooperation in this matter.

Very Truly Yours,  
David Tran for  
Phelan Hallinan, LLP