

07-67-CD
Household Fin. Vs S. Allison et al

Household Financial vs Steven Allison et al
2007-67-CD

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

ATTORNEY FOR PLAINTIFF

FILED Atty pd 85.00
m/10/27/01
JAN 16 2001 4 CC
William A. Shaw
Sheriff
Prothonotary/Clerk of Courts

Household Finance Consumer
Discount Co.
577 Lamont Road
Elmhurst, IL 60126
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

v.

Steven K. Allison
Collette K. Allison
5599 Morrisdale Allport
Highway
Allport, PA 16821
Defendant(s)

NO. 07-67-CD

COMPLAINT IN MORTGAGE FORECLOSURE

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentear una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se dafiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

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

NOTICE

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

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

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

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

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

Assignor: Charter Bank

Assignments of Record to: Specialty Mortgage Corporation
Recorded: 6/7/02 Instrument #: 200209035

Assignor: Specialty Mortgage Corporation

Assignee: Mortgage Electronic Registration Systems, Inc., It's Successors and Assigns, as Nominee for Household Finance Corporation, It's Successors and Assigns

Assignor: Mortgage Electronic Registration Systems, Inc., It's Successors and Assigns, as Nominee for Household Finance Corporation, It's Successors and Assigns

Assignee: Household Finance Consumer Discount Co.

Recorded: LODGED FOR RECORDING

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

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

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: Route 53
MUNICIPALITY/TOWNSHIP/BOROUGH: Morris Township
COUNTY: Clearfield
DATE EXECUTED: 2/28/02
DATE RECORDED: 3/4/02 INSTRUMENT #: 200203374

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

4. Said Mortgage is in default because the required payments

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

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

- (a) by failing or refusing to pay the installments of principal and interest when due in the amounts indicated below;
- (b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of 11/29/06:

Principal of debt due	\$44,551.41
Unpaid Interest at 12.731%*	
from 2/1/06	
to 11/29/06	
(the per diem interest accruing on this debt is \$15.54 and that sum should be added each day after 11/29/06)	5,514.11
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Late Charges (monthly late charge of \$24.46 should be added in accordance with the terms of the note each month after 11/29/06)	301.38
Extension Interest Due	411.68
Recoverable Advance	1,153.49
Attorneys Fees (anticipated and actual to 5% of principal)	<u>2,227.57</u>
TOTAL	\$54,764.64

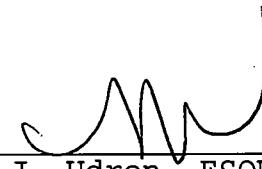
*This interest rate is subject to adjustment as more fully set forth in the Note and Mortgage.

7. The attorney's fee set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the sale, reasonable attorney's

fees will be charged in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$54,764.64 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



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

ALL THOSE FOUR CERTAIN LOTS, PIECES OR PARCELS OF GROUND SITUATE, LYING AND BEING IN THE TOWNSHIP OF MORRIS, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

THE FIRST THEREOF: BEGINNING AT A POST ON WEST SIDE OF PUBLIC ROAD LEADING FROM PHILIPSBURG TO KYLERTOWN AND NEAR THE TOWN OF OLD MORRISDALE; THENCE BY SAID ROAD NORTH TEN (10) DEGREES, FORTY-FIVE (45) MINUTES EAST SIXTY (60) FEET TO A POST; THENCE BY LAND NOW OR FORMERLY OF CHARLES LEVY, NORTH EIGHTY-THREE (83) DEGREES, FORTY-FIVE (45) MINUTES WEST TWO HUNDRED (200) FEET TO A POST; THENCE BY SAME SOUTH TEN (10) DEGREES, FORTY-FIVE (45) MINUTES WEST SIXTY (60) FEET TO A POST; THENCE BY SAME SOUTH EIGHTY-THREE (83) DEGREES, FORTY-FIVE (45) MINUTES EAST TWO HUNDRED (200) FEET TO THE PLACE OF BEGINNING. CONTAINING TWELVE THOUSAND (12,000) SQUARE FEET AND BEING PART OF R. CARSON TRACT AND LOT NO. 6 OF THE LAND NOW OR FORMERLY OF CHARLES LEVY.

EXCEPTING AND RESERVING ALL THAT CERTAIN TRACT OF LAND CONVEYED TO WILLIAM CROMSHAW BY DEED OF THOMAS P. PALINKAS AND SOPHIE PALINKAS DATED MARCH 1, 1973 AND RECORDED IN CLEARFIELD COUNTY RECORD BOOK 670, PAGE 197, WHICH WAS ERRONEOUSLY OMITTED IN THE PRIOR DEED IN THE CHAIN OF TITLE.

THE SECOND THEREOF: BEGINNING AT A POST ON THE WEST SIDE OF THE KYLERTOWN AND PHILIPSBURG PUBLIC ROAD; THENCE ALONG SAID ROAD NORTH TEN (10) DEGREES, FORTY-FIVE (45) MINUTES EAST SIXTY (60) FEET TO A POST; THENCE BY SAID LAND NORTH EIGHTY-THREE (83) DEGREES FORTY-FIVE (45) MINUTES EAST TWO HUNDRED (200) FEET TO A POST CORNER ON LAND NOW OR FORMERLY OF ELECTA LEVY; THENCE ALONG SAID LAND SOUTH TEN (10) DEGREES, FORTY-FIVE (45) MINUTES WEST SIXTY (60) FEET TO A POST; THENCE BY SAID LAND SOUTH EIGHTY-THREE (83) DEGREES, FORTY-FIVE (45) MINUTES EAST TWO HUNDRED (200) FEET TO THE PLACE OF BEGINNING AND BEING PART OF THE ROBERT CARSON TRACT.

THE THIRD THEREOF: BEGINNING AT A POST ON ALLEY; THENCE ALONG SAID ALLEY NORTH SEVENTY AND ONE-FOURTH (70.25) DEGREES WEST ONE HUNDRED AND EIGHTY FIVE AND SIX ONE-HUNDREDTHS (185.06) FEET TO A POST ON OTHER ALLEY; THENCE ALONG SAID OTHER ALLEY SOUTH THIRTY AND ONE-HALF (30.5) DEGREES WEST FORTY-EIGHT AND FOUR ONE-HUNDREDTHS (48.04) FEET TO A POST ON THE LINE OF LAND NOW OR FORMERLY OF G.L. BAUMGARDNER; THENCE ALONG THE LINE OF THE SAID G.L. BAUMGARDNER SOUTH EIGHTY-FOUR (84) DEGREES EAST TWO HUNDRED (200) FEET TO A POST AND THE PLACE OF BEGINNING.

CONTAINING SIXTEEN (16) RODS AND TWO (2) PERCHES, AND BEING A PART OF THE ROBERT CARSON TRACT.

THE FOURTH THEREOF: BEGINNING AT THE CORNER OF LOT NOW OR FORMERLY OF MARY E. LONG; THENCE ALONG PUBLIC ROAD NORTH TEN (10) DEGREES, FORTY-FIVE (45) MINUTES EAST NINETY-TWO (92) FEET TO A POST CORNER ON LINE OF LOT NOW OR FORMERLY OF ALICE HOWE; THENCE ALONG SAID LOT, NORTH EIGHTY-THREE (83) DEGREES, FORTY-FIVE (45) MINUTES WEST TWO HUNDRED (200) FEET TO A POST; THENCE SOUTH TEN (10) DEGREES, FORTY-FIVE (45) MINUTES WEST NINETY-TWO (92) FEET TO A POST CORNER ON LINE OF LAND NOW OR FORMERLY OF MARY E. LONG; THENCE ALONG SAID LOT SOUTH EIGHTY-THREE (83) DEGREES, FORTY-FIVE (45) MINUTES EAST TWO HUNDRED (200) FEET TO THE PLACE OF BEGINNING AND BEING A PART OF THE ROBERT CARSON TRACT.

UNDER AND SUBJECT TO ALL EXCEPTIONS, RESERVATIONS, RESTRICTIONS, CONDITIONS, EASEMENTS, RIGHTS AND RIGHTS OF WAY AS CONTAINED IN PRIOR DEEDS AND INSTRUMENTS OF RECORD.

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HOMEOWNER'S NAME(S):	Steven K Allison <u>Collette K Allison</u>
PROPERTY ADDRESS:	Route 53 Morrisdale, PA 16858 Incorrectly stated on mortgage as Rt 53 <u>Morrisdale NM 16858</u>
LOAN ACCT. NO.:	0006139984
ORIGINAL LENDER:	Charter Bank
CURRENT LENDER:	Household Finance Consumer Discount

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies

listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face- to-face meeting.

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

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

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

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

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

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

Route 53
Morrisdale, PA 16858
Incorrectly stated on mortgage as Rt 53 Morrisdale NM 16858

IS SERIOUSLY IN DEFAULT because:

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

Monthly Payments of \$632.26 for March 1, 2006 = \$632.26

Monthly Payments of \$667.02 for April 1, 2006 through May 1, 2006=\$1334.04

Monthly Payments of \$666.92 for June 1, 2006

Monthly Payments of \$524.05 for July 1, 2006 through September 1, 2006=\$1572.15

Monthly Payments of \$551.02 for October 1, 2006 through December 1, 2006=\$1653.06

Monthly Late Charges of \$24.46 for March 1, 2006 = \$24.46

Monthly Late Charges of \$26.20 for April 1, 2006 through September 1, 2006=\$157.20

Monthly Late Charges of \$27.55 for October 1, 2006 through November 1, 2006=\$55.10

Other charges (explain/itemize): NSF Fee=\$80.00

Property Inspection Fee=\$191.00

Taxes=\$310.71

Partial Payment Due=\$524.05

TOTAL AMOUNT PAST DUE: \$7200.95

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

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$7200.95, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

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

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

HOW TO CONTACT THE LENDER:

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

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

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

NOTICE

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

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

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

ALLEGHENY COUNTY

Pennsylvania Housing Finance Agency (Marcia Hess)
2275 Swallow Hill Road, Bldg 200
Pittsburgh, PA 15220
(412) 429-2842
FAX (412) 429-2835

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
(412) 338-9954 or 1(800) 737-2933
FAX (412) 338-9963

Action Housing, Inc.
425 6th Avenue, Suite 950
Pittsburgh, PA 15219
(412) 391-1956 or (412)281-2102 or 1 (800) 792-2801
FAX (412)-391-4512

Community Action Southwest
22 West High Street
Waynesburg, PA 15370
(724) 852-2893
FAX n/a

CCCS of Western Pennsylvania, Inc.
309 Smithfield Street
Pittsburgh, PA 15222
(412) 471-7584
FAX n/a

Housing Opportunities
133 Seventh Street
McKeesport PA 15132
(412) 664-1906
Fax (412) 664-0873

Urban League Of Pittsburgh
Bldg. For Equal Opportunity/One Smithfield St.
Pittsburgh PA 15222-2222
(412) 227-4802
FAX (412) 261-5207

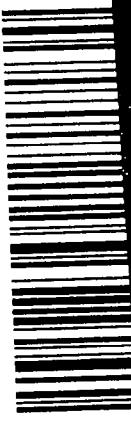
Mon-Valley Unemployed Committee
120 E. 9th Avenue
Homestead, PA 15120
(412) 462-9962
FAX n/a

8901 44th

EGTC
Hann K. Miller

CHERRY HILL NJ 08003
111 WOODCREST DR
WOODCREST CORNER
WOODCREST OFFICE

7006 0810 0001 9420 4855



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

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

OFFICE 1135

Postage	\$.63	Postmark
Certified Fee	\$ 2.40	
Return Receipt Fee (Endorsement Required)	\$ 1.85	
Restricted Delivery Fee (Endorsement Required)	\$ 4.88	
Total Postage & Fees		

2006 0820 9370 4855
Sent to Stephen K. Miller
Step 1, Apt. No. 5311
or P.O. Box 4855
Hann K. Miller PA 16855
See Reverse for instructions.
PS Form 3605, June 2002

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:

Steven K. Allison
BFI 53

Morristown PA 16858

COMPLETE THIS SECTION ON DELIVERY	
A. Signature	<input type="checkbox"/> Agent X <input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below:	

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.
4. Restricted Delivery (Extra Fee) <input type="checkbox"/> Yes

2. Article Number (Transfer from service label)	7006 0810 0001 9370 4855
PS Form 3811, February 2004	
Domestic Return Receipt	
102595-02-M-1540	

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only. Not Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
0286	
Postage	\$.63
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	0.20
Total Postage & Fees	\$ 4.88
Sent To Steven K. Allison	
Street, Apt. No. 100-5311	
City, State WHS 2754	
PS Form 3811, February 2004	

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only. Not Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
0286	
Postage	\$.63
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Restricted Delivery Fee (Endorsement Required)	0.20
Total Postage & Fees	\$ 4.88
Sent To Steven K. Allison	
Street, Apt. No. 100-5311	
City, State WHS 2754	
PS Form 3811, February 2004	

See reverse for instructions.

20060810000193702530

Juliette K. Klein
55-99 Morrisdale Airport Hwy
Airport PA 16821

UDLAW LAW OFFICES, P.C.
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD
CHERRY HILL, NJ 08003

20060810000193702530



U.S. Postal Service [®] CERTIFIED MAIL RECEIPT <small>(Domestic Mail Only; No Insurance Coverage Provided)</small>	
For delivery information, visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 6.33
Certified Fee	\$ 2.40
Return Receipt Fee (Endorsement Required)	\$ 1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 10.88
20060810000193702530	
Sent To: Juliette K. Klein Street, Apt. No. 55-99 Morrisdale Airport Hwy City, State, Zip 16821	
FSC Form 1802, 2d Line 2002 See Remarks for instructions	

Collette & Albin
Rt 53
Meadville, PA 16837

66 16
53

Collecte of M. M. M.

7006 0810 0001 9370 2523



GREEN LAW OFFICES, P.
WOODCREST CORPORATE C
111 WOODCREST ROAD
CHERRY HILL, NJ 08003

Steve Killian
5599 Morrisdale Airport Hwy
Albion, PA 16821

111445-31
CHERRY HILL, NJ 08003



C (D)	For		(End)	Res. (End)	Sent	Stre m
9152	0286	1000	0180	9002		

Postmark
Here

Almen & Wilson
apt. No. 5599 Morrisville Office building
box No. 2744
State, ZIP 16821

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION**COMPLETE THIS SECTION ON DELIVERY**

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

3. Service Type	
<input checked="" type="checkbox"/> Certified Mail	
<input type="checkbox"/> Registered	
<input type="checkbox"/> Insured Mail	
<input checked="" type="checkbox"/> Return Receipt for Merchandise	
<input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

1. Article Addressed to:
<i>Stephen Allison 5599 Morristown Rd Allogood Hwy Allogood PA 16821</i>

2. Article Number (Transfer from service label)
7006 0810 0001 9370 2516

102595-0244-1540

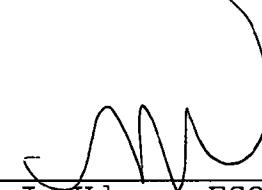
PS Form 3811, February 2004

Domestic Return Receipt

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only. No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
9752 0286 9752 0286	
Postage	\$.13
Certified Fee	\$ 2.40
	1.85
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.18
Postmark Here	
9002 9002 9002 9002	
Sent to <i>Stephen Allison</i> Street, Apt. No. <i>5599 Morristown Rd</i> City, State, Zip <i>Allogood PA 16821</i>	
PS Form 3811, February 2004	
GSA Schedule for Postal Services	

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

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


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

FILED
M 112:5381 CC
APR 09 2007
S
William A. Shaw
Prothonotary/Clerk of Courts

MARTUCCI & PETERS, LLC

BY: Paul S. Peters III, Esquire
Attorney ID #: 87421
One Penn Center, Suite 510
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103
215-789-7251

ATTORNEY FOR DEFENDANT

HOUSEHOLD FINANCE CONSUMER	:	COURT OF COMMON PLEAS
DISCOUNT CO.	:	CLEARFIELD COUNTY, PA
577 LAMONT ROAD	:	CIVIL DIVISION
ELMHURST, IL 60126	:	
Plaintiff	:	
vs.	:	CD No.: 07-67- CD
STEVEN K. ALLISON	:	
COLLETTE K. ALLISON	:	
5599 MORRISDALE ALLPORT	:	
HIGHWAY	:	
ALLPORT, PA 16821	:	
Defendant.	:	

ANSWER

1. Denied. After reasonable investigation, Plaintiff is unable to confirm the truth or falsity of this averment.
2. Admitted.
3. Admitted
4. Denied. This averment states a conclusion of law to which no answer is required.

However, if an answer is required, it is denied.

5. Denied.
6. Denied. Strict proof of this averment is demanded at the time of trial.
7. Denied. This averment states a conclusion of law to which no answer is required..

However, if an answer is required, it is denied.

8. Denied. This averment states a conclusion of law to which no answer is required..

However, if an answer is required, it is denied.

MARTUCCI & PETERS, LLC
ONE PENN CENTER AT SUBURBAN STATION
1617 JOHN F. KENNEDY BOULEVARD, SUITE 510
PHILADELPHIA, PA 19103

WHEREFORE, Defendant asks this Honorable Court to dismiss Plaintiff's complaint and award Plaintiff court costs and fees, reasonable attorney's fees, and any other amount this Honorable Court deems equitable.

NEW MATTER

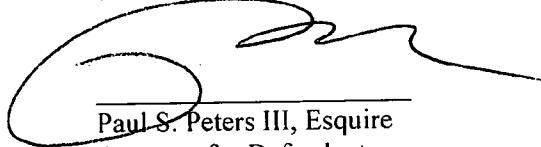
9. Plaintiff has failed to set forth a cause of action upon which relief can be granted.
10. Plaintiff's damages, if any, are the result of their own actions and/or negligence.
11. Plaintiff is not entitled to any damages whatsoever from Defendants.
12. Wrongful conduct, if any, was that of Plaintiff's or from other persons unnamed in the Pleadings over whom the Defendant had no control.
13. Any damages sustained by the Plaintiff were proximately caused by persons unnamed to these Pleadings.
14. Plaintiff's cause of action is barred by the Doctrine of Unclean Hands.
15. Plaintiff's cause of action is barred by the Doctrine of Estoppel.
16. This Court lacks jurisdiction over Defendant because of improper and insufficient process.
17. Any injuries or damages sustained by the Plaintiff were caused through the sole negligence, acts, and/or omissions of the Plaintiff.
18. Any damages sustained by the Plaintiff were caused by his refusal to make an amicable settlement with Defendants.
19. The Plaintiff has committed a fraud on the Defendant, and, therefore, is not entitled to judgment.
20. The instant complaint was filed beyond the contractual period of limitations on time for bringing action.
21. Defendant relies on the Affirmative Defenses of Accord, Satisfaction and Settlement.

22. The alleged contract(s) and/or lease(s) referred to by Plaintiff violate the Statute of Frauds.

23. Plaintiff failed to issue and serve Defendant with a "Notice of Intention to Foreclose" as required by Act 6 of 1984.

24. Plaintiff failed to issued and serve Defendant with a "Notice of Homeowner's Emergency Assistance Program" as required by Act 91 of 1983.

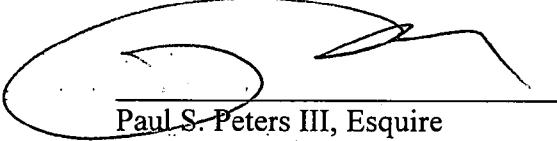
WHEREFORE, Defendants Steven K. Allison and Collette K. Allison demands judgment against the Plaintiff in the form of dismissing Plaintiff's complaint, plus awarding Defendant attorney's fees, costs, and any other equitable relief this court deems appropriate.



Paul S. Peters III, Esquire
Attorney for Defendants

VERIFICATION

I, Paul S. Peters III, Esquire, attorney for Plaintiffs in this matter, certify that I am authorized to execute this verification, and verify that the statements made in this pleading are true and correct. I understand that all statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.



Paul S. Peters III, Esquire
Attorney for Plaintiffs

Dated:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102342
NO: 07-67-CD
SERVICE # 1 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HOUSEHOLD FINANCE CONSUMER DISCOUNT CO.
vs.
DEFENDANT: STEVEN K. ALLISON and COLLETTE K. ALLISON

SHERIFF RETURN

NOW, January 19, 2007 AT 1:20 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON STEVEN K. ALLISON DEFENDANT AT 5599 MORRISDALE ALLPORT HWY., MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO COLLETTE K. ALLISON, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

FILED
09:00 AM
APR 25 2007
cm

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102342
NO. 07-67-CD
SERVICE # 2 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HOUSEHOLD FINANCE CONSUMER DISCOUNT CO.
vs.
DEFENDANT: STEVEN K. ALLISON and COLLETTE K. ALLISON

SHERIFF RETURN

NOW, January 19, 2007 AT 1:20 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON COLLETTE K. ALLISON DEFENDANT AT 5599 MORRISDALE ALLPORT HWY., MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO COLLETTE K. ALLISON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102342
NO: 07-67-CD
SERVICE # 3 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HOUSEHOLD FINANCE CONSUMER DISCOUNT CO.
vs.
DEFENDANT: STEVEN K. ALLISON and COLLETTE K. ALLISON

SHERIFF RETURN

NOW, January 19, 2007 AT 1:20 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON STEVEN K. ALLISON DEFENDANT AT 5599 MORRISDALE ALLPORT HWY., MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO COLLETTE ALLISON, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102342
NO: 07-67-CD
SERVICE # 4 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HOUSEHOLD FINANCE CONSUMER DISCOUNT CO.
VS.
DEFENDANT: STEVEN K. ALLISON and COLLETTE K. ALLISON

SHERIFF RETURN

NOW, January 19, 2007 AT 1:20 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON COLLETTE K. ALLISON DEFENDANT AT 5599 MORRISDALE ALPORT HWY., MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO COLLETTE K. ALLISON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102342
NO: 07-67-CD
SERVICES 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HOUSEHOLD FINANCE CONSUMER DISCOUNT CO.
vs.
DEFENDANT: STEVEN K. ALLISON and COLLETTE K. ALLISON

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	UDREN	79990	40.00
SHERIFF HAWKINS	UDREN	79990	48.61

Sworn to Before Me This

So Answers,

Day of _____ 2007


Chester A. Hawkins
Sheriff

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

Household Finance Consumer
Discount Co.
577 Lamont Road
Elmhurst, IL 60126
Plaintiff

v.
Steven K. Allison
Collette K. Allison
5599 Morrisdale Allport
Highway
Allport, PA 16821
Defendant(s)

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 07-67-CD

SUGGESTION OF BANKRUPTCY

To the Prothonotary:

Kindly note on the record that the above Defendant, Steven K. Allison has filed Chapter 13 Bankruptcy in the Eastern District of Pennsylvania on March 27, 2007, Bankruptcy Case No. 07-11774.



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

FILED
MAY 17 2007
NOCC
6K

William A. Shaw
Prothonotary/Clerk of Courts

#06110578