



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

HSBC BANK, USA, N.A., as Indenture  
Trustee under the Indenture relating  
to People's Choice Home Loan  
Securities Trust Series  
2005-4, Mortgage-Backed Notes,  
Series 2005-4,

Plaintiff,

v.

ROBERT D. SANKER and  
LINDA S. SANKER,

Defendants.

TO: DEFENDANT:

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

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: [Signature]  
ATTORNEYS FOR PLAINTIFF

I HEREBY CERTIFY THE ADDRESS OF PLAINTIFF IS:  
7515 Irvine Center Drive  
Irvine, CA 92618

AND THE DEFENDANT ARE:  
3376 Morrisdale ALLP  
Morrisdale, PA 16858

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: [Signature]  
ATTORNEYS FOR PLAINTIFF

I HEREBY CERTIFY THAT THE LOCATION OF THE REAL  
ESTATE AFFECTED BY THIS LIEN IS:  
3376 Morrisdale ALLP  
Morrisdale, PA 16858  
Township of Morris  
WELTMAN, WEINBERG & REIS CO., L.P.A.

By: [Signature]  
ATTORNEYS FOR PLAINTIFF

NO. 07-267-CD

ISSUE NO.:

CODE:

TYPE OF PLEADING:

COMPLAINT IN MORTGAGE  
FORECLOSURE

FILED ON BEHALF OF:  
PLAINTIFF

COUNSEL OF RECORD FOR THIS  
PARTY:

Samantha T. Estevez, Esquire  
Pa. I.D. #89204

WELTMAN, WEINBERG & REIS CO., L.P.A.  
Firm #339  
2718 KOPPERS BUILDING  
436 SEVENTH AVENUE  
PITTSBURGH, PA 15219  
(412) 434-7955  
WWW#05807167

FILED Atty pd.  
M 12:41 PM 89.00  
FEB 21 2007 2cc Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts

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

HSBC BANK, USA, N.A., as Indenture  
Trustee under the Indenture relating  
to People's Choice Home Loan  
Securities Trust Series  
2005-4, Mortgage-Backed Notes,  
Series 2005-4,

Plaintiff,

v.

NO:

ROBERT D. SANKER and  
LINDA S. SANKER,

Defendants.

**NOTICE TO DEFEND**

**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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:**

Court Administrator  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830  
814-765-2641 ext. 1300-1301

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

HSBC BANK, USA, N.A., as Indenture  
Trustee under the Indenture relating  
to People's Choice Home Loan  
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2005-4, Mortgage-Backed Notes,  
Series 2005-4,

Plaintiff,

v.

NO:

ROBERT D. SANKER and  
LINDA S. SANKER,

Defendants.

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

And now, comes Plaintiff, HSBC Bank, USA, N.A., as Indenture Trustee under the Indenture relating to People's Choice Home Loan Securities Trust Series 2005-4, Mortgage-Backed Notes, Series 2005-4, by and through its attorneys, WELTMAN, WEINBERG & REIS CO., L.P.A., and files this Complaint in Mortgage Foreclosure, averring in support thereof the following:

1. The Plaintiff is HSBC Bank, USA, N.A., as Indenture Trustee under the Indenture relating to People's Choice Home Loan Securities Trust Series 2005-4, Mortgage-Backed Notes, Series 2005-4, a lending institution duly authorized to conduct business within the Commonwealth of Pennsylvania (hereinafter "Plaintiff").
2. The Defendants are Robert D. Sanker and Linda S. Sanker, adult individuals whose last known address is 3376 Morrisdale ALLP, Morrisdale, PA 16858.
3. On or about June 14, 2005, the Defendants executed an Adjustable Rate Note (hereinafter "Note") in the original principal amount of \$52,000.00. A true and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.
4. On or about June 14, 2005, as security for payment of the aforesaid Note, the Defendants made, executed and delivered to People's Choice Home Loan, Inc. (MERS), a Mortgage in the original principal amount of \$52,000.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on July 13, 2005 in Instrument No.

200510535. 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. People's Choice Home Loan, Inc. (MERS), assigned all of its right, title, and interest in to the Mortgage to Plaintiff. Said Assignment is in the process of being recorded.

6. The Defendants are the current record and real owners of the aforesaid mortgaged premises.

7. The Defendants are in default under the terms of the aforesaid Note and Mortgage.

8. Demand for payment has been made upon the Defendants by Plaintiff, but Defendants were unable to pay the principal balance, interest or any other portion thereof to Plaintiff.

9. On or about October 9, 2006, Defendants were mailed Notice of Homeowner's Emergency Assistance Act of 1983, in compliance with the Homeowner's Emergency Assistance Act, Act 91 of 1983 and pursuant to 12 PA Code Chapter 31, Subchapter B, Section 31.201 et seq. A true and correct copy of said Notice is marked Exhibit "C", attached hereto and made a part hereof.

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

Principal	\$ 51,622.74
Interest thru 1/26/07	\$ 2,567.90
Late Charge thru 1/26/07	\$ 130.94
Escrow (taxes) thru 1/26/07	\$ 1,621.04
NSF Charges thru 1/26/07	\$ 25.00
Corp. Advance (prop Inspections) thru 1/26/07	\$ 66.00
Recording Fee thru 1/26/07	\$ 35.00
Execution Costs thru 1/26/07	\$ 0.00
Attorneys' Fees thru 1/26/07	\$ 1,250.00
Title Search thru 1/26/07	<u>\$ 150.00</u>
TOTAL	\$ 57,468.62

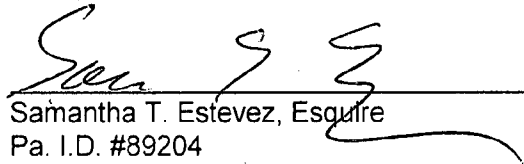
11. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged

12. Contemporaneously hereunder, Defendants have been advised of their right to dispute the validity of this debt or any part thereof, pursuant to the Fair Debt Collection Practices Act 30 Day Notice, attached hereto marked Exhibit "D" and made a part hereof.

WHEREFORE, Plaintiff demands judgment, *in rem only*, in Mortgage Foreclosure, for the amount due of \$57,468.62, with interest thereon at the rate of \$12.38 per diem from January 26, 2007, plus costs, in addition to late charges and for foreclosure and sale of mortgaged premises.

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

WELTMAN, WEINBERG & REIS CO., L.P.A.



Samantha T. Estevez, Esquire  
Pa. I.D. #89204

Attorneys for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

**ADJUSTABLE RATE NOTE**  
(LIBOR Six-Month Index (As Published In The Wall Street Journal)-Rate Caps)  
Including Prepayment Penalty

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

06/14/2005  
[Date]

BETHESDA  
[City]

MARYLAND  
[State]

3378 MORRISDALE ALLPORT HWY, Morrisdale, PENNSYLVANIA 18858  
[Property Address]

I hereby certify that this is a true, correct, and complete copy of the original, which has been transmitted for recordation.

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 52,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is PEOPLE'S CHOICE HOME LOAN, INC. a WYOMING CORPORATION.

*I will make all payments under this Note in the form of cash, check or money order.*

I understand that Lender may transfer this Note. 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 8.750%. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(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 payments on the 1st day of each month beginning on August 1, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on July 1, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. Box 52678, Irvine, CA 92619 or at a different place if required by the Note Holder.

**(B) Amount of My Initial Monthly Payments**

*Each of my initial monthly payments will be in the amount of U.S. \$ 409.09. This amount may change.*

**(C) Monthly Payment Changes**

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Date(s)**

The interest rate I will pay may change on the 1st day of July, 2007, and every 6th month(s) thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in the Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding six and ninety-five hundredth(s) percentage points ( 6.950% ) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 11.750% or less than 8.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point(s) ( 1.000% ) from the rate of interest I have been paying for the preceding 6 months.

My interest rate will never be greater than 14.750%. My interest rate will never be less than 8.750%.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the *due* and telephone number of a person who will answer any question I may have regarding the notice.

**5. 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 before it is due 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 then due under this Note.

The Note Holder will use my Prepayment to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to any accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial prepayment may be offset by an increase in the interest rate.

If the original Principal amount of this loan is \$50,000 or less, I may make a full or partial Prepayment without paying any penalty. However, if the original Principal amount of this Note exceeds \$50,000, and if within the first Twenty-four (24) months after the execution of the Security Instrument, I make full Prepayment or, in certain cases a partial Prepayment, and the total of such Prepayment(s) in any one (1) year exceeds TWENTY PERCENT (20%) of the original Principal amount, I will pay a Prepayment charge in an amount equal to the payment of SIX (6) months' advance interest on the amount prepaid which is in excess of TWENTY PERCENT (20%) of the original Principal amount.



#### 6. 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 that 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.

#### 7. BORROWER'S FAILURE TO PAY AS REQUIRED

##### (A) Late Charges 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 that 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.

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.

#### 8. GIVING OF NOTICES

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given 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.

#### 9. 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.

#### 10. 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.

**11. 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 that might result if I do not keep the promises that 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 read 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 those 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.

  
LINDA S SANKER

(Seal)  
-Borrower

  
ROBERT D SANKER

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Sign Original Only)

5046

Sanket

10218698

Prepared By:

People's Choice Home Loan,  
Inc.  
7515 Irvine Center Drive,  
Irvine, CA 92618

Return To:

After recording, please return to:  
First Merit Settlement Services  
1340 Brighton Road  
Beaver, PA 15009  
170507798

Parcel Number:

124.0-q10-569-00020

[Space Above This Line For Recording Date]

MORTGAGE

MIN100273900102186987

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 June 14, 2005 together with all Riders to this document.

(B) "Borrower" is LINDA S SANKER AND ROBERT D SANKER

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint MI 48501-2026, tel. (888) 679-MERS. 10218698

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS Form 3039 1/01

VMP 4A(PA) (0208)

Page 1 of 10

Initials: *LS RS*

VMP MORTGAGE FORMS - (800)521-7781

170507798

B

(D) "Lender" is People's Choice Home Loan, Inc.

Lender is a CORPORATION  
organized and existing under the laws of WYOMING  
Lender's address is 7055 WALKER DRIVE, SUITE 350, GREENBELT, MD 20770

(E) "Note" means the promissory note signed by Borrower and dated June 14, 2005  
The Note states that Borrower owes Lender FIFTY-TWO THOUSAND AND 00/100

Dollars

(U.S. \$32,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic  
Payments and to pay the debt in full not later than July 1, 2035

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

(G) "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.

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

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

(I) "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.

(J) "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.

(K) "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.

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

(M) "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.

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

(O) "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.

10218698

FORM 3039 - 8A(PA) (2/04)

Page 2 of 10

*LEWIS*

Form 3039 1/01

**EXHIBIT "A"**

All that certain lot or parcel of land situate, lying and being in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a point on the Eastern right-of-way line of State Highway Route No. 53 at its intersection with the Northern line of property of Robert Sanker; thence along said right-of-way line north Twenty-nine degrees four minutes West (N 29° 4' W) a distance of twenty-five (25') feet to an iron pin, thence 0° East a distance of Sixty four (64) feet along lands of J. Hummel to an iron pin; thence still along Hummel North three degrees forty-one minutes East (N 3° 41' E) a distance of Two Hundred One and five tenths (201.5') feet to an iron pin on lands of Hoover, thence along lands of Hoover South Eighty-four degrees Forty-one minutes East (S 84° 41' E) a distance of Two hundred Twenty-nine (229) feet to a stake on the Western line of a Twenty (20') foot alley, thence along the Western line of said alley South One degree and Twenty-two minutes East (S 1° 22' E) a distance of One Hundred Seventy-two (172') feet to an iron pin on line of Robert Sanker, thence along Sanker South Eighty-four degrees Fifty-five minutes West (S 84° 55' W) a distance of Three Hundred Twenty-five (325') feet to an iron pin and place of beginning.

Being the same premises that were granted and conveyed unto the Grantors herein by deed of Clearfield Trust Company dated November 1, 1946, and entered for record in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, in Deed Book Vol. 389, page 214 on January 15, 1948

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

(Q) "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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the COUNTY (Type of Recording Jurisdiction) of Clearfield (Name of Recording Jurisdiction):

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT  
'A'

which currently has the address of 3376 MORRISDALE ALLPORT HWY

Morrisdale

(City), Pennsylvania 16858

(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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

10218698

1500 5A(PA) (0700)

Page 3 of 16

10/10/00

Form 3038 1/01

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

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

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

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

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

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

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

10210690

6A(PA) (0200)

Page 4 of 10

Initials *20/25*

Form 3039 1/01

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

10218698

U.S. 4A(PA) (2204)

Page 5 of 18

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Form 3038 1/01



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 these 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.

10218698

10218698-BA(PA) (0208)

Page 8 of 18

*THAD*

Form 3039 1/01

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.

10218698

4A(PA) (0200)

Page 7 of 16

Initials *RLPS*

Form 3038 1/01

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 attorney's 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.

10218698

4A(PA) (0208)

Page 8 of 18

2018/05/25

Form 3038 1/01

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10218698

6400-6A(PA) (0208)

Page 10 of 18

Initials *LLP/PS*

Form 3039 1/01

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, attorney's 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

10218698

4A(PA) (0204)

Page 11 of 18

WBS

Form 3039 1/01

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

10218698

4A(PA) (3208)

Page 12 of 18

*WADS*

Form 3038 1/01

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.



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

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

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

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

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

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

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

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

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

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Page 14 of 14

validity WARS

Form 8039 1/01

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

Witnesses:

\_\_\_\_\_  
Linda S. Sanker (Seal)  
-Borrower

\_\_\_\_\_  
Robert O. Sanker (Seal)  
-Borrower

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

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

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

10218698

GA(PA) (0208)

Page 13 of 18

Form 8039 1/01

Certificate of Residence

I, LINDA CRUX, do hereby certify that  
the correct address of the within-named Mortgagee is P.O. Box 2026, Flint, MI 48501-2026.

Witness my hand this 14th day of JUNE 2005.

Linda Crux  
LINDA CRUX Agent of Mortgagee

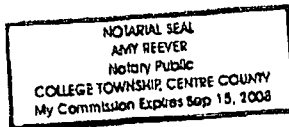
COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County ss:

On this, the 14th day of June 2005, before me, the  
undersigned officer, personally appeared

Linda S. Sanker  
Robert D. Sanker

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission Expires: 9/15/2008



Amy Reeve  
Notary Public  
Title of Officer

10218698

6A(PA) (2008)

Page 18 of 18

Initials: SA RPS

Form 3038 1/01



**People's Choice**

Home Loan, Inc.  
The Flexible Lending Solution

People's Choice Home Loan, Inc.  
P.O. Box 52678  
Irvine, CA 92619  
888-430-1330

COPY

October 9, 2006

Linda S. Sanker  
Robert D. Sanker  
3376 Morrisdale Allport Highway  
Morrisdale, PA 16858

RE: Loan Number: 10218698  
Property Address: 3376 Morrisdale Allport Highway  
Morrisdale, PA 16858

Dear Linda S. Sanker :  
Dear Robert D. Sanker :

**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'S INTENT TO FORECLOSE. SPECIFIC INFORMATION ABOUT THE NATURE OF THE DEFAULT IS PROVIDED IN THE ATTACHED PAGES.

THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM (HEMAP) MAY BE ABLE TO HELP 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 THE PHONE NUMBER OF CONSUMER CREDIT COUNSELING AGENCIES SERVICING YOUR COUNTY ARE PROVIDED ON THE ATTACHED LIST. PENNSYLVANIA HOUSING FINANCE AGENCY TOLL FREE AT 1-800-342-2397. (PERSONS WITH IMPAIRED HEARING MAY 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 ANY ATTORNEY IN YOUR AREA. THE LOCAL BAR ASSOCIATION MAY BE ABLE TO HELP YOU FIND A LAWYER.

C



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The Flexible Lending Solution

LA NOTIFICATION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICATION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDA ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADA 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 EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

You may be eligible for financial assistance that 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 1993 (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 designated 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 the 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 Application with one of the designated consumer credit



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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 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 filed bankruptcy you may still apply for Emergency Mortgage assistance.)**

### HOW TO CURE YOUR MORTGAGE DEFAULT:

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

3376 Morrisdale Allport Highway

Morrisdale, PA 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:

3	Payments @	\$ 409.09	(Including fees) \$5.00	\$1,232.27
	Late charges	\$ 49.14	Totaling	\$1,281.41
	Less Other Fees/Advances		(included above)	\$0
	Less Funds in Unapplied			\$0
	TOTAL AMOUNT DUE LESS UNAPPLIED AS OF	10-09-2006		\$1,281.41

**\*\* There may be additional fees or charges associated with the reinstatement of this loan.**

**B. YOU HAVE FAILED TO MAKE THE FOLLOWING ACTION:** Make your monthly payments as specified in your Deed of Trust or Mortgage.



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**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 INDICATED ABOVE, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashiers or certified check, money order or Western Union as follows:

Overnight Mail

People's Choice Home Loan, Inc.  
ATTN: Cashiering Department  
7515 Irvine Center Drive  
Irvine, CA 92619

Western Union

Quick Collect (any location)  
Code City: PCHLI  
Code State: CA

You may cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

Contact our offices at 1-888-430-1300 to determine the best way of reinstating the account.

**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 attorneys to start legal action to foreclose upon your 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 attorney, but you cured the delinquency before the lender brings legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **IF YOU CURE THE DEFAULT WITHIN THE THIRTY (30) DAY PERIOD, YOU WILL NOT BE REQUIRED TO PAY ATTORNEY'S FEES.**

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** – If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to ONE HOUR before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale, 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 NEVER DEFAULTED.**



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**EARLIEST POSSIBLE SHERIFF'S SALE DATE** – It is estimated that the earliest date that such 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 that 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:

People's Choice Home Loan, Inc.  
7515 Irvine Center Drive  
Irvine, CA 92619

Phone Number: 1-888-430-1300  
Fax Number: (949) 453-1309

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

**ASSUMPTION OF MORTGAGE** – You ☐ may or ☐ may not sell 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 the sale and that the other requirements of the mortgage are satisfied.

### YOU MAY ALSO HAVE THE RIGHT:

- To sell the property to obtain money to pay off the mortgage debt or to borrow money from another lending institution to pay off this debt.
- To have this default cured by any third party acting on your behalf.
- To have the mortgage restored to the same position as if no default had occurred, if you cure the default. (However you do not have this right to cure your default more than three times in any calendar year).
- To assert the non-existence 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 Federal Bankruptcy Law.





#### CREDIT REPORTING

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

#### MINI-MIRANDA

This communication is for the purpose of collecting a debt, and any information obtained from the trustor(s) will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from any one who has discharged the debt under the bankruptcy laws of the United States.

#### HUD STATEMENT

Pursuant to section 169 of the Housing and Community Development Act as 1987, you may have the opportunity to receive counseling from various local agencies regarding the retention of your home. You may obtain a list of the HUD approved housing counseling agencies by calling the HUD nationwide toll free telephone at 1-800-569-4287.

## FAIR DEBT COLLECTION PRACTICES ACT 30 DAY NOTICE

By law, this law firm is required to advise you that unless within 30 days after receipt of this notice you dispute the validity of this debt or any portion thereof, the debt will be assumed to be valid by us. If said notification is sent to us in writing, we are required to provide you with verification of the debt. In the event within a 30-day period you request in writing the name of the original creditor, it will be provided to you if different from the current creditor. In the event that you dispute the debt and/or request the name of the original creditor in writing within the 30-day period, no further action will be taken to obtain Judgment in the pending lawsuit until the verification and/or name of the original creditor has been provided to you.

This law firm is attempting to collect this debt for our client and any information obtained will be used for that purpose.

The above Notice is being given pursuant to the Fair Debt Collection Practices Act and is separate and distinct from the foregoing Complaint which must be responded to in conformity with the instructions therein. Because of the difference in time parameters, we will not move for Default Judgment for at least thirty (30) days from the date of service of this Complaint upon you, and if you request verification, we will not move for Default judgment until a reasonable time after verification has been provided, and after the expiration of the thirty (30) day period from the date of service.

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

HSBC BANK, USA, N.A., as Indenture  
Trustee under the Indenture relating  
to People's Choice Home Loan  
Securities Trust Series 2005-4, Mortgage-  
Backed Notes, Series 2005-4,

Plaintiff,

v.

ROBERT D. SANKER and  
LINDA S. SANKER,

Defendants.

NO: 07-267 CD

PRAECIPE FOR DEFAULT JUDGMENT  
(IN REM)

I HEREBY CERTIFY THE ADDRESS OF PLAINTIFF IS:

7515 Irvine Center Drive  
Irvine, CA 92618

Patricia L. Blais, Esquire  
PA ID #56648

AND THE DEFENDANT IS:

3376 Morrisdale ALLP  
Morrisdale, PA 16858

WELTMAN, WEINBERG & REIS CO., L.P.A.

BY:   
ATTORNEYS FOR PLAINTIFF

Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#05807167

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND  
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

**FILED** *Atty pd.*  
*m 11:39 AM* *20.00*  
**MAY 23 2007** *Notice to Defs.*  
William A. Shaw *Statement to*  
Prothonotary/Clerk of Courts *Atty*  
*GR*

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

HSBC BANK, USA, N.A., as Indenture  
Trustee under the Indenture relating  
to People's Choice Home Loan  
Securities Trust Series 2005-4, Mortgage-  
Backed Notes, Series 2005-4,

Plaintiff,

v.

NO: 07-267 CD

ROBERT D. SANKER and  
LINDA S. SANKER,

Defendants.

**PRAECIPE FOR DEFAULT JUDGMENT (IN REM)**

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendants, above named, in the default of an  
Answer, in the amount of \$58,818.04 computed as follows:

Principal	\$ 51,622.74
Interest thru 5/15/07	\$ 3,917.32
at the legal interest rate of \$12.38 per diem	
Late Charge thru 5/15/07	\$ 130.94
Escrow (taxes) thru 5/15/07	\$ 1,621.04
NSF Charges thru 5/15/07	\$ 25.00
Corp. Advance (prop Inspections) thru 5/15/07	\$ 66.00
Recording Fee thru 5/15/07	\$ 35.00
Execution Costs thru 5/15/07	\$ 0.00
Attorneys' Fees thru 5/15/07	\$ 1,250.00
Title Search thru 5/15/07	\$ 150.00
<b>TOTAL</b>	<b>\$ 58,818.04</b>

I hereby certify that appropriate Notices of Default, as attached have been mailed in  
accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

WELTMAN, WEINBERG & REIS CO.,  
L.P.A.

By: 

Patricia L. Blais, Esquire

PA ID #56648

Weltman, Weinberg & Reis Co., L.P.A.

2718 Koppers Building

436 7<sup>th</sup> Avenue

Pittsburgh, PA 15219

(412) 434-7955

### VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praecipe attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

WELTMAN, WEINBERG & REIS CO.,  
L.P.A.

By: 

Patricia L. Blais, Esquire

PA ID #56648

Weltman, Weinberg & Reis Co., L.P.A.

2718 Koppers Building

436 7<sup>th</sup> Avenue

Pittsburgh, PA 15219

(412) 434-7955

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

HSBC BANK, USA, N.A., as Indenture  
Trustee under the Indenture relating  
to People's Choice Home Loan  
Securities Trust Series 2005-4, Mortgage-  
Backed Notes, Series 2005-4,

Plaintiff,

v.

NO: 07-267 CD

ROBERT D. SANKER and  
LINDA S. SANKER,

Defendants.

IMPORTANT NOTICE

TO: Robert D. Sanker  
3376 Morrisdale ALLP  
Morrisdale, PA 16858

Date of Notice: 4/16/07

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF  
YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A  
JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR  
PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER  
AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE  
THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Court Administrator  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830  
814-765-2641 ext. 1300-1301

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

Patricia L. Blais, Esquire  
PA ID #56648

Weltman, Weinberg & Reis co. L.P.A.  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

HSBC BANK, USA, N.A., as Indenture  
Trustee under the Indenture relating  
to People's Choice Home Loan  
Securities Trust Series 2005-4, Mortgage-  
Backed Notes, Series 2005-4,

Plaintiff,

v.

NO: 07-267 CD

ROBERT D. SANKER and  
LINDA S. SANKER,

Defendants.

**IMPORTANT NOTICE**

TO: Linda S. Sanker  
3376 Morrisdale ALLP  
Morrisdale, PA 16858

Date of Notice:

4/16/07

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Court Administrator  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830  
814-765-2641 ext. 1300-1301

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

Patricia L. Blais, Esquire  
PA ID #56648

Weltman, Weinberg & Reis co. L.P.A.  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Department of Defense Manpower Data Center

MAY-18-2007 07:46:23



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
SANKER		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

*Mary M. Snavely-Dixon*

---

Mary M. Snavely-Dixon, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. #167;#167; 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person ( e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided



Department of Defense Manpower Data Center

MAY-18-2007 07:46:45



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
SANKER		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

*Mary M. Snavely-Dixon*

Mary M. Snavely-Dixon, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. #167;#167; 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

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This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

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

HSBC BANK, USA, N.A., as Indenture  
Trustee under the Indenture relating  
to People's Choice Home Loan  
Securities Trust Series 2005-4, Mortgage-  
Backed Notes, Series 2005-4,

Plaintiff,

v.

NO: 07-267 CD

ROBERT D. SANKER and  
LINDA S. SANKER,

Defendants.

NOTICE OF JUDGMENT OR ORDER

TO: Robert D. Sanker  
3376 Morrisdale ALLP  
Morrisdale, PA 16858

☐ Plaintiff

☒ Defendant

☐ Garnishee

You are hereby notified that the  
following

Order or Judgment was entered  
against you on 5/23/07

☐ Assumpsit Judgment in the amount of \$\_\_\_\_\_ plus costs.

☒ Mortgage Foreclosure in the amount of \$58,818.04 plus  
costs

☐ Trespass Judgment in the amount of \$\_\_\_\_\_ plus costs.

☐ If not satisfied within sixty (60) days, your motor vehicle  
operator's  
license and/or registration will be suspended by the  
Department of Transportation, Bureau of Traffic Safety,  
Harrisburg, PA.

☒ Entry of Judgment of

☐ Court Order

☐ Non-Pros

☐ Confession

☒ Default

☐ Verdict

☐ Arbitration Award

Prothonotary

By: [Signature]  
PROTHONOTARY (OR DEPUTY)

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND  
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

HSBC BANK, USA, N.A., as Indenture  
Trustee under the Indenture relating  
to People's Choice Home Loan  
Securities Trust Series 2005-4, Mortgage-  
Backed Notes, Series 2005-4,

Plaintiff,

v.

NO: 07-267 CD

ROBERT D. SANKER and  
LINDA S. SANKER,

Defendants.

NOTICE OF JUDGMENT OR ORDER

TO: Linda S. Sanker  
3376 Morrisdale ALLP  
Morrisdale, PA 16858

- ☐ Plaintiff  
☒ Defendant  
☐ Garnishee

You are hereby notified that the following  
Order or Judgment was entered against you  
on 5/23/07

☐ Assumpsit Judgment in the amount of \$\_\_\_\_\_ plus costs.

☒ Mortgage Foreclosure in the amount of \$58,818.04 plus costs

☐ Trespass Judgment in the amount of \$\_\_\_\_\_ plus costs.

☐ If not satisfied within sixty (60) days, your motor vehicle operator's  
license and/or registration will be suspended by the Department of  
Transportation, Bureau of Traffic Safety, Harrisburg, PA.

☒ Entry of Judgment of

☐ Court Order

☐ Non-Pros

☐ Confession

☒ Default

☐ Verdict

☐ Arbitration Award

Prothonotary

By: William L. Hays  
PROTHONOTARY (OR DEPUTY)

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

COPY

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

HSBC Bank, USA, N.A.  
Plaintiff(s)

No.: 2007-00267-CD

Real Debt: \$58,818.04

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Robert D. Sanker  
Linda S. Sanker  
Defendant(s)

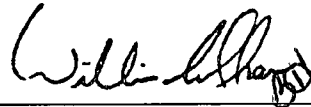
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 23, 2007

Expires: May 23, 2012

Certified from the record this 23rd day of May, 2007.



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

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

HSBC BANK, USA, N.A., as Indenture  
Trustee under the Indenture relating  
to People's Choice Home Loan  
Securities Trust Series  
2005-4, Mortgage-Backed Notes,  
Series 2005-4,

NO: 07-267 CD

Plaintiff,

vs.

ROBERT D. SANKER and  
LINDA S. SANKER,

Defendants.

TYPE OF PLEADING:

PRAECIPE FOR WRIT OF EXECUTION

Filed on Behalf of:

PLAINTIFF

Counsel or Record for this Party:

Patricia L. Blais, Esquire  
PA I.D. #56648

Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
WWR #05807167

**FILED**

JUN 14 2007

William A. Shaw  
Prothonotary/Clerk of Courts

*Atty pd.  
20.00  
ICC & 6 writs  
w/prop. desc.  
to Sheriff  
CR*

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

HSBC BANK, USA, N.A., as Indenture  
Trustee under the Indenture relating  
to People's Choice Home Loan  
Securities Trust Series  
2005-4, Mortgage-Backed Notes,  
Series 2005-4,

NO: 07-267 CD

Plaintiff,

vs.

ROBERT D. SANKER and  
LINDA S. SANKER,

Defendants.

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter, directed to the Sheriff of Clearfield County  
against Defendants, Robert D. Sanker and Linda S. Sanker for the amount of:

1. Judgment Amount	\$ 58,818.04
Interest at the rate of \$12.38 per diem from 5/15/07 to sale date	\$ 1,361.80
2. Late Charges thru sale date	\$ 61.35

**TOTAL** \$ 60,241.19

125.00 **Prothonotary costs**

With continuing interest at the aforesaid rate plus appropriate additional attorney fees and costs.

Costs (to be added by Prothonotary)

\$

Date:

6/6/07



Patricia L. Blais, Esquire  
Attorney for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, Pennsylvania 15219

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

HSBC BANK, USA, N.A., as Indenture  
Trustee under the Indenture relating  
to People's Choice Home Loan  
Securities Trust Series  
2005-4, Mortgage-Backed Notes,  
Series 2005-4,

NO: 07-267 CD

Plaintiff,

vs.

ROBERT D. SANKER and  
LINDA S. SANKER,

Defendants.

AFFIDAVIT PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA     )  
   )  
COUNTY OF ALLEGHENY                 )     SS:

HSBC Bank, USA, N.A., et. al. Plaintiff in the above action, sets forth as of the date of the Praecept for the Writ of Execution was filed the following information concerning the real property of Robert D. Sanker and Linda S. Sanker, located at 3376 Morrisdale ALLP, Morrisdale, PA 16858 and is more fully described as follows:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF ROBERT D. SANKER AND LINDA S. SANKER OF, IN AND TO:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN MORRIS TOWNSHIP, COUNTY OF CLEARFIELD, COMMONWEALTH OF PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING KNOWN AND NUMBERED AS 3376 MORRISDALE ALLP, MORRISDALE, PA 16858. DEED BOOK VOLUME 595, PAGE 92, PARCEL NUMBER 124.0-Q10-568-00020.

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

Robert D. Sanker and  
Linda S. Sanker

3376 Morrisdale ALLP  
Morrisdale, PA 16858

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

Robert D. Sanker and  
Linda S. Sanker

3376 Morrisdale ALLP  
Morrisdale, PA 16858

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

HSBC Bank, USA, N.A., et. al.

(Plaintiff)

Tax Claim Bureau

230 E. Market Street  
Clearfield, PA 16830

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

HSBC Bank, USA, N.A., et. al.

(Plaintiff)

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

NONE

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:

Inheritance Tax Bureau

230 East Market Street  
Clearfield, PA 16830

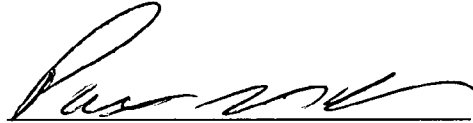
Domestic Relations

230 East Market Street  
Clearfield, PA 16830



The information provided in the foregoing Affidavit is provided solely to comply with the Pennsylvania Rules of Civil Procedure 3129.1 and it is not intended to be a comprehensive abstract of the condition of the title of the real estate which is being sold under this execution. No person or entity is entitled to rely on any statements made herein in regard to the condition of the title of the property or to rely on any statement herein in formulating bids which might be made at the sale of the property.

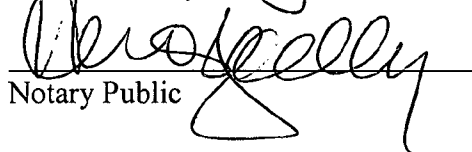
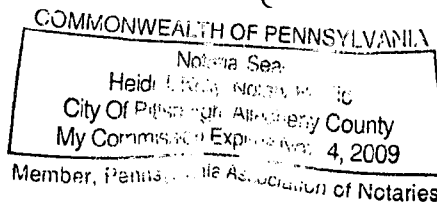
I verify that the statements made in the Affidavit are true and correct to the best of my personal knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.



Patricia L. Blais, Esquire  
Attorneys for Plaintiff

Sworn to and subscribed before me

this 6 day of June, 2007.

  
Notary Public

HSBC BANK, USA, N.A., as Indenture  
Trustee under the Indenture relating  
to People's Choice Home Loan  
Securities Trust Series  
2005-4, Mortgage-Backed Notes,  
Series 2005-4,

Plaintiff,

ROBERT D. SANKER and  
LINDA S. SANKER,

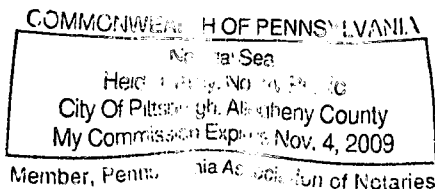
## AFFIDAVIT OF LAST KNOWN ADDRESS

Before me, the undersigned authority, a Notary Public in and for the said County and Commonwealth, personally appeared Patricia L. Blais, Esquire, attorney for the Plaintiff, who being duly sworn according to law deposes and says that the owner of the property located at 3376 Morrisdale ALLP, Morrisdale, PA 16858 are Defendants, Robert D. Sanker and Linda S. Sanker, who reside at 3376 Morrisdale ALLP, Morrisdale, PA 16858, to the best of her information, knowledge and belief.

Sworn to and subscribed before me

this 6 day of June, 2007.

Notary Public



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

HSBC BANK, USA, N.A., as Indenture  
Trustee under the Indenture relating  
to People's Choice Home Loan  
Securities Trust Series  
2005-4, Mortgage-Backed Notes,  
Series 2005-4,

NO: 07-267 CD

Plaintiff,

vs.

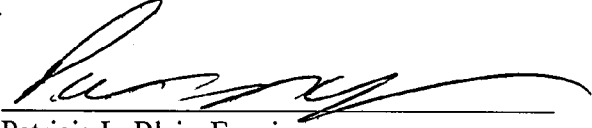
ROBERT D. SANKER and  
LINDA S. SANKER,

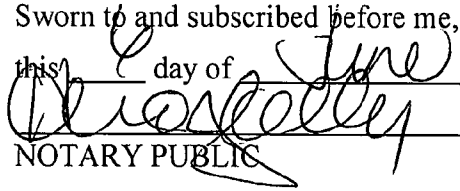
Defendants.

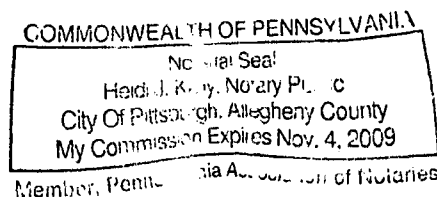
AFFIDAVIT OF COMPLIANCE WITH ACT 6 OF 1974, 41 P.S. 101, ET. SEQ.  
AND ACT 91 OF 1983

COMMONWEALTH OF PENNSYLVANIA     )  
   )     SS:  
COUNTY OF ALLEGHENY                     )

Before me, the undersigned authority, a Notary Public in and for the said County and Commonwealth, personally appeared Patricia L. Blais, Esquire, attorney for the Plaintiff, who being duly sworn according to law deposes and says that on or about October 9, 2006, Defendants were mailed Notices of Intention to Foreclose Mortgage in compliance with Act 6 of 1974, 41 P.S. §101 et seq. and Notices of Homeowner's Emergency Assistance Act of 1983, in compliance with the Homeowner's Emergency Assistance Act, Act 91 of 1983 Take Action to Save Your Home From Foreclosure pursuant to 12 PA Code Chapter 31, Subchapter B, Section 31.201 et. seq. The foregoing statement is true and correct to the best of my knowledge, information and belief.

  
Patricia L. Blais, Esquire  
Weltman, Weinberg & Reis, Co., L.P.A.  
2718 Koppers Building, 436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

Sworn to and subscribed before me,  
this 10 day of June, 2007  
  
NOTARY PUBLIC



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

HSBC Bank, USA, N.A., as Indenture Trustee  
under the Indenture relating to People's Choice  
Home Loan Securities Trust Series 2005-4,  
Mortgage-Backed Notes, Series 2005-4

COPY

Vs.

NO.: 2007-00267-CD

Robert D. Sanker and Linda S. Sanker

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due HSBC BANK, USA, N.A., as Indenture Trustee under the Indenture relating to People's Choice Home Loan Securities Trust Series 2005-4, Mortgage-Backed Notes, Series 2005-4, Plaintiff(s) from ROBERT D. SANKER and LINDA S. SANKER, 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:.....\$58,818.04  
INTEREST at the rate of \$12.38 per  
diem from 5/15/07 to sale date:.....\$1,361.80  
ATTY'S COMM: \$  
DATE: 06/14/2007

PROTHONOTARY'S COSTS PAID:....\$125.00  
SHERIFF: \$  
LATE CHARGES thru sale date:.....\$61.35  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

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

Requesting Party: Patricia L. Blais, Esq.  
2718 Koppers Bldg.  
436 Seventh Ave.  
Pittsburgh, PA 15219

\_\_\_\_\_  
Sheriff

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

HSBC BANK, USA, N.A., as Indenture  
Trustee under the Indenture relating  
to People's Choice Home Loan  
Securities Trust Series  
2005-4, Mortgage-Backed Notes,  
Series 2005-4,

NO: 07-267 CD

Plaintiff,

vs.

ROBERT D. SANKER and  
LINDA S. SANKER,

Defendants.

LONG FORM DESCRIPTION

ALL THAT CERTAIN lot or parcel of land situate, lying and being in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the Eastern right of way line of State Highway Route No. 53 at its intersection with the Northern line of property of Robert Sanker; thence along said right of way line North twenty-nine degrees four minutes West (N 29° 4' W) a distance of twenty-five (25') feet to an iron pin; thence 0° East a distance of sixty-four (64') feet along lands of J. Hummel to an iron pin; thence still along Hummel North three degrees forty-one minutes East (N 3° 41' E) a distance of two hundred one and five tenths (201.5') feet to an iron pin on lands of Hoover; thence along lands of Hoover South eighty-four degrees forty-one minutes East (S 84° 41' E) a distance of two-hundred twenty-nine (229') feet to a stake on the Western line of a twenty (20') foot alley; thence along the Western line of said alley South one degrees and twenty-two minutes East (S 1° 22'E) a distance of one hundred seventy-two (172') feet to an iron pin on line of Robert Sanker; thence along Sanker South eighty-four degrees fifty-five minutes West (S 84° 55' W) a distance of three hundred twenty-five (325') feet to an iron pin and place of beginning.

BEING the same premises which Stephen M. Mondock and Mina A. Mondock, his wife, by Deed dated September 10, 1971, and recorded May 10 1972, in the Office of the Recorder of Deeds in and for the County of Clearfield, in Book 595, Page 92, granted and conveyed unto Robert D. Sanker and Linda S. Sanker, his wife, as Tenants by the Entireties, in fee.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



Patricia L. Blais, Esquire

Attorney for Plaintiff

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, Pennsylvania 15219

Parcel No: 124.0-Q10-568-00020

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

HSBC BANK, USA, N.A., as Indenture  
Trustee under the Indenture relating  
to People's Choice Home Loan  
Securities Trust Series  
2005-4, Mortgage-Backed Notes,  
Series 2005-4,

NO: 07-267 CD

Plaintiff,

vs.

ROBERT D. SANKER and  
LINDA S. SANKER,

Defendants.

TYPE OF PLEADING:

PRAECIPE FOR WRIT OF EXECUTION

Filed on Behalf of:

PLAINTIFF

Counsel or Record for this Party:

Patrick Thomas Woodman, Esquire  
PA I.D. #34507

**FILED**

MAY 29 2009

William A. Shaw  
Prothonotary/Clerk of Courts

Any pd.  
20.00  
ICC & Le wnts  
w/ prop. desc.  
to Sheriff

(600)

Weltman, Weinberg & Reis Co., L.P.A.  
1400 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
WWR #05807167

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

HSBC BANK, USA, N.A., as Indenture  
Trustee under the Indenture relating  
to People's Choice Home Loan  
Securities Trust Series  
2005-4, Mortgage-Backed Notes,  
Series 2005-4,

NO: 07-267 CD

Plaintiff,

vs.

ROBERT D. SANKER and  
LINDA S. SANKER,

Defendants.

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter, directed to the Sheriff of Clearfield County  
against Defendants, Robert D. Sanker and Linda S. Sanker for the amount of:

1. Judgment Amount	\$ 58,818.04
Interest at the rate of \$12.38 per diem from 5/15/07 to sale date	\$ 5,880.50
2. Late Charges thru sale date	\$ <u>552.15</u>

**TOTAL** **\$ 65,250.69**

**145.00 Prothonotary costs**

With continuing interest at the aforesaid rate plus appropriate additional attorney fees and costs.

Costs (to be added by Prothonotary) \$

Date: 05/21/2009

Patrick Thomas Woodman

Patrick Thomas Woodman, Esquire  
Attorney for Plaintiff  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, Pennsylvania 15219

NO: 07-267 CD

**VS.**

Defendants.

COMMONWEALTH OF PENNSYLVANIA           )  
  )         SS:  
COUNTY OF ALLEGHENY                   )

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN MORRIS TOWNSHIP,  
COUNTY OF CLEARFIELD, COMMONWEALTH OF PENNSYLVANIA. HAVING ERECTED  
THEREON A DWELLING KNOWN AND NUMBERED AS 3376 MORRISDALE ALLPORT  
HIGHWAY, MORRISDALE, PA 16858. DEED BOOK VOLUME 595, PAGE 92, PARCEL NUMBER  
124.0-Q10-568-00020.



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

Robert D. Sanker and  
Linda S. Sanker

3376 Morrisdale Allport Highway  
Morrisdale, PA 16858

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

Robert D. Sanker and  
Linda S. Sanker

3376 Morrisdale Allport Highway  
Morrisdale, PA 16858

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

HSBC Bank, USA, N.A., et. al.

(Plaintiff)

Tax Claim Bureau

230 E. Market Street  
Clearfield, PA 16830

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

HSBC Bank, USA, N.A., et. al.

(Plaintiff)

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

NONE

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:

Inheritance Tax Bureau

230 East Market Street  
Clearfield, PA 16830

Domestic Relations

230 East Market Street  
Clearfield, PA 16830

The information provided in the foregoing Affidavit is provided solely to comply with the Pennsylvania Rules of Civil Procedure 3129.1 and it is not intended to be a comprehensive abstract of the condition of the title of the real estate which is being sold under this execution. No person or entity is entitled to rely on any statements made herein in regard to the condition of the title of the property or to rely on any statement herein in formulating bids which might be made at the sale of the property.

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.

Patrick Thomas Woodman  
Patrick Thomas Woodman, Esquire  
Attorneys for Plaintiff

Sworn to and subscribed before me

this 21 day of May, 2009

[Signature]  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Heidi J. Kelly, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires Nov. 4, 2009  
Member, Pennsylvania Association of Notaries

HSBC BANK, USA, N.A., as Indenture  
Trustee under the Indenture relating  
to People's Choice Home Loan  
Securities Trust Series  
2005-4, Mortgage-Backed Notes,  
Series 2005-4,

**COMMONWEALTH OF PENNSYLVANIA**  
**Notarial Seal**  
**Heidi J. Kelly, Notary Public**  
**City Of Pittsburgh, Allegheny County**  
**My Commission Expires Nov. 4, 2009**  
**Member, Pennsylvania Association of Notaries**

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

HSBC BANK, USA, N.A., as Indenture  
Trustee under the Indenture relating  
to People's Choice Home Loan  
Securities Trust Series  
2005-4, Mortgage-Backed Notes,  
Series 2005-4,

NO: 07-267 CD

Plaintiff,

vs.

ROBERT D. SANKER and  
LINDA S. SANKER,

Defendants.

AFFIDAVIT OF COMPLIANCE WITH ACT 6 OF 1974, 41 P.S. 101, ET. SEQ.  
AND ACT 91 OF 1983

COMMONWEALTH OF PENNSYLVANIA     )  
   )     SS:  
COUNTY OF ALLEGHENY                     )

Before me, the undersigned authority, a Notary Public in and for the said County and Commonwealth, personally appeared Patrick Thomas Woodman, Esquire, attorney for the Plaintiff, who being duly sworn according to law deposes and says that on or about October 9, 2006, Defendants were mailed Notices of Intention to Foreclose Mortgage in compliance with Act 6 of 1974, 41 P.S. §101 et seq. and Notices of Homeowner's Emergency Assistance Act of 1983, in compliance with the Homeowner's Emergency Assistance Act, Act 91 of 1983 Take Action to Save Your Home From Foreclosure pursuant to 12 PA Code Chapter 31, Subchapter B, Section 31.201 et. seq. The foregoing statement is true and correct to the best of my knowledge, information and belief.

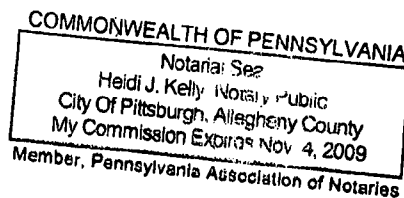
Patrick Thomas Woodman

Patrick Thomas Woodman, Esquire  
Weltman, Weinberg & Reis, Co., L.P.A.  
1400 Koppers Building, 436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

Sworn to and subscribed before me,

this 21 day of May, 2009

Heidi J. Kelly  
NOTARY PUBLIC



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

COPY

HSBC Bank, USA, N.A., as Indenture Trustee  
under the Indenture relating to People's Choice  
Home Loan Securities Trust Series 2005-4,  
Mortgage-Backed Notes, Series 2005-4

Vs.

NO.: 2007-00267-CD

Robert D. Sanker and Linda S. Sanker

**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:.....\$58,818.04  
INTEREST at the rate of \$12.38 per diem  
from 5/15/07 to sale date:.....\$5,880.50  
ATTY'S COMM: \$  
DATE: 5/29/2009

PROTH. COSTS PAID:.....\$145.00  
SHERIFF: \$  
LATE CHARGES thru sale date:....\$552.15  
OTHER COSTS: \$



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

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

\_\_\_\_\_  
Sheriff

Requesting Party: Patrick Thomas Woodman, Esq.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

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

HSBC BANK, USA, N.A., as Indenture  
Trustee under the Indenture relating  
to People's Choice Home Loan  
Securities Trust Series  
2005-4, Mortgage-Backed Notes,  
Series 2005-4,

NO: 07-267 CD

Plaintiff,

vs.

ROBERT D. SANKER and  
LINDA S. SANKER,

Defendants.

LONG FORM DESCRIPTION

ALL THAT CERTAIN lot or parcel of land situate, lying and being in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the Eastern right of way line of State Highway Route No. 53 at its intersection with the Northern line of property of Robert Sanker; thence along said right of way line North twenty-nine degrees four minutes West (N 29° 4' W) a distance of twenty-five (25') feet to an iron pin; thence 0° East a distance of sixty-four (64') feet along lands of J. Hummel to an iron pin; thence still along Hummel North three degrees forty-one minutes East (N 3° 41' E) a distance of two hundred one and five tenths (201.5') feet to an iron pin on lands of Hoover; thence along lands of Hoover South eighty-four degrees forty-one minutes East (S 84° 41' E) a distance of two-hundred twenty-nine (229') feet to a stake on the Western line of a twenty (20') foot alley; thence along the Western line of said alley South one degree and twenty-two minutes East (S 1° 22' E) a distance of one hundred seventy-two (172') feet to an iron pin on line of Robert Sanker; thence along Sanker South eighty-four degrees fifty-five minutes West (S 84° 55' W) a distance of three hundred twenty-five (325') feet to an iron pin and place of beginning.

BEING the same premises which Stephen M. Mondock and Mina A. Mondock, his wife, by Deed dated September 10, 1971, and recorded May 10 1972, in the Office of the Recorder of Deeds in and for the County of Clearfield, in Book 595, Page 92, granted and conveyed unto Robert D. Sanker and Linda S. Sanker, his wife, as Tenants by the Entireties, in fee.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



Patrick Thomas Woodman, Esquire

Attorney for Plaintiff

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, Pennsylvania 15219

Parcel No: 124.0-Q10-568-00020

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

HSBC BANK, USA, N.A., as Indenture  
Trustee under the Indenture relating  
to People's Choice Home Loan  
Securities Trust Series  
2005-4, Mortgage-Backed Notes,  
Series 2005-4,

NO: 07-267 CD

Plaintiff,

vs.

ROBERT D. SANKER and  
LINDA S. SANKER,

Defendants.

TYPE OF PLEADING:

**LIENHOLDER AFFIDAVIT OF SERVICE**

Filed on Behalf of:

PLAINTIFF

Counsel or Record for this Party:

Patrick Thomas Woodman, Esquire  
PA I.D. #34507

Weltman, Weinberg & Reis Co., L.P.A.  
1400 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
WWR #05807167

**FILED** *no*  
*7/11/09* *CC*  
**AUG 03 2009** *(CW)*  
William A. Shaw  
Prothonotary/Clerk of Courts

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

HSBC BANK, USA, N.A., as Indenture  
Trustee under the Indenture relating  
to People's Choice Home Loan  
Securities Trust Series  
2005-4, Mortgage-Backed Notes,  
Series 2005-4,

NO: 07-267 CD

Plaintiff,

vs.

ROBERT D. SANKER and  
LINDA S. SANKER,

Defendants.

LIENHOLDER AFFIDAVIT OF SERVICE

BEFORE ME, the undersigned authority, personally appeared Patrick Thomas Woodman, Esquire, who according to law deposes and says that a copy of the Notice of Sheriff's Sale has been served on each of the following Lienholders by Certificate of Mail on July 1, 2009. True and correct copies of said certificates of mail are attached hereto as Exhibit "A".

WELTMAN, WEINBERG & REIS, CO., L.P.A.

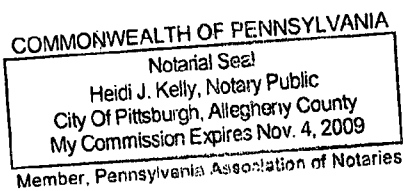
Patrick Thomas Woodman

Patrick Thomas Woodman, Esquire  
Attorneys for Plaintiff  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, Pennsylvania 15219

Sworn to and subscribed before me

This 27 day of July, 2009

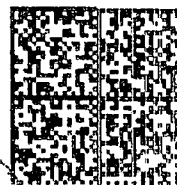
Heidi J. Kelly  
Notary Public





FIRST CLASS

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: Weinman, Weinberg & Reis Co., L.P.A. 2718 Koppers Bldg. 438 7th Avenue Pittsburgh, PA 15210 (412) 434-7085	
One piece of ordinary mail addressed to: Tax Claim Bureau 230 E. Market Street Clearfield, PA 16830	



neopost

Mailed From 15219  
US POSTAGE

\$01.150

049J82041982

PS Form 3817, January 2001

FIRST CLASS

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: Weinman, Weinberg & Reis Co., L.P.A. 2718 Koppers Bldg. 438 7th Avenue Pittsburgh, PA 15210 (412) 434-7085	
One piece of ordinary mail addressed to: Inheritance Tax Bureau 230 East Market Street Clearfield, PA 16830	



neopost

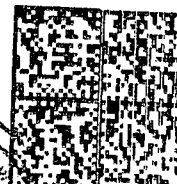
Mailed From 15219  
US POSTAGE

\$01.150

049J82041982

FIRST CLASS

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: Weinman, Weinberg & Reis Co., L.P.A. 2718 Koppers Bldg. 438 7th Avenue Pittsburgh, PA 15210 (412) 434-7555	
One piece of ordinary mail addressed to: Domestic Relations 230 East Market Street Clearfield, PA 16830	



neopost

Mailed From 15219  
US POSTAGE

\$01.150

049J82041982

PS Form 3817, January 2001

A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20984  
NO: 07-267-CD

PLAINTIFF: HSBC BANK, USA, N.A. , AS INDENTURE TRUSTEE UNDER THE INDENTURE RELATING TO  
PEOPLE'S CHOICE HOME LOAN SECURITIES TRUST SERIES 2005-4 MORTGAGE BACKED BOTES, SERIES 2005-4  
vs.  
DEFENDANT: ROBERT D. SANKER AND LINDA S. SANKER

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 5/29/2009

LEVY TAKEN 6/18/2009 @ 11:15 AM

POSTED 6/18/2009 @ 11:15 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 1/18/2010

DATE DEED FILED **NOT SOLD**

**FILED**  
019:32611  
JAN 18 2010  
William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

6/18/2009 @ 11:15 AM SERVED ROBERT D. SANKER

SERVED ROBERT D. SANKER, DEFENDANT, AT HIS RESIDENCE 3376 MORRISDALE ALLPORT HIGHWAY, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROBERT SANKER

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.

6/18/2009 @ 10:15 AM SERVED LINDA L. SANKER

SERVED LINDA L. SANKER, DEFENDANT, AT HER RESIDENCE 3376 MORRISDALE ALLPORT HIGHWAY, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROBERT SANKER, HUSBAND/CO-DEFENDANT

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, SEPTEMBER 3, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR SEPTEMBER 4, 2009.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20984  
NO: 07-267-CD

PLAINTIFF: HSBC BANK, USA, N.A. , AS INDENTURE TRUSTEE UNDER THE INDENTURE RELATING TO  
PEOPLE'S CHOICE HOME LOAN SECURITIES TRUST SERIES 2005-4 MORTGAGE BACKED BOTES, SERIES 2005-4  
vs.

DEFENDANT: ROBERT D. SANKER AND LINDA S. SANKER

Execution REAL ESTATE


SHERIFF RETURN

---

SHERIFF HAWKINS \$466.13

SURCHARGE \$40.00 PAID BY PLAINTIFF

So Answers,

  
Chester A. Hawkins  
Sheriff

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

HSBC Bank, USA, N.A., as Indenture Trustee  
under the Indenture relating to People's Choice  
Home Loan Securities Trust Series 2005-4,  
Mortgage-Backed Notes, Series 2005-4

Vs.

NO.: 2007-00267-CD

Robert D. Sanker and Linda S. Sanker

**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:.....\$58,818.04  
INTEREST at the rate of \$12.38 per diem  
from 5/15/07 to sale date:.....\$5,880.50  
ATTY'S COMM: \$  
DATE: 5/29/2009

PROTH. COSTS PAID:.....\$145.00  
SHERIFF: \$  
LATE CHARGES thru sale date:....\$552.15  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 29<sup>th</sup> day  
of May A.D. 2009  
At 2:30 A.M./P.M.

Charles A. Hanks  
Sheriff Dry Cynthia Bitter-Anderson

Requesting Party: Patrick Thomas Woodman, Esq.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

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

HSBC BANK, USA, N.A., as Indenture  
Trustee under the Indenture relating  
to People's Choice Home Loan  
Securities Trust Series  
2005-4, Mortgage-Backed Notes,  
Series 2005-4,

NO: 07-267 CD

Plaintiff,

vs.

ROBERT D. SANKER and  
LINDA S. SANKER,

Defendants.

LONG FORM DESCRIPTION

ALL THAT CERTAIN lot or parcel of land situate, lying and being in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the Eastern right of way line of State Highway Route No. 53 at its intersection with the Northern line of property of Robert Sanker; thence along said right of way line North twenty-nine degrees four minutes West (N 29° 4' W) a distance of twenty-five (25') feet to an iron pin; thence 0° East a distance of sixty-four (64') feet along lands of J. Hummel to an iron pin; thence still along Hummel North three degrees forty-one minutes East (N 3° 41' E) a distance of two hundred one and five tenths (201.5') feet to an iron pin on lands of Hoover; thence along lands of Hoover South eighty-four degrees forty-one minutes East (S 84° 41' E) a distance of two-hundred twenty-nine (229') feet to a stake on the Western line of a twenty (20') foot alley; thence along the Western line of said alley South one degree and twenty-two minutes East (S 1° 22' E) a distance of one hundred seventy-two (172') feet to an iron pin on line of Robert Sanker; thence along Sanker South eighty-four degrees fifty-five minutes West (S 84° 55' W) a distance of three hundred twenty-five (325') feet to an iron pin and place of beginning.

BEING the same premises which Stephen M. Mondock and Mina A. Mondock, his wife, by Deed dated September 10, 1971, and recorded May 10 1972, in the Office of the Recorder of Deeds in and for the County of Clearfield, in Book 595, Page 92, granted and conveyed unto Robert D. Sanker and Linda S. Sanker, his wife, as Tenants by the Entireties, in fee.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



Patrick Thomas Woodman, Esquire

Attorney for Plaintiff

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, Pennsylvania 15219

Parcel No: 124.0-Q10-568-00020

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME ROBERT D. SANKER

NO. 07-267-CD

NOW, January 16, 2010, 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 September 04, 2009, I exposed the within described real estate of Robert D. Sanker And Linda S. Sanker 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	282.25
SERVICE	15.00
MILEAGE	14.30
LEVY	15.00
MILEAGE	14.30
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.28
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$466.13</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	58,818.04
INTEREST @ 12.3800	10,436.34
FROM 05/15/2007 TO 09/04/2009	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	552.15
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

<b>TOTAL DEBT AND INTEREST</b>	<b>\$69,846.53</b>
--------------------------------	--------------------

**COSTS:**

ADVERTISING	282.25
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	466.13
LEGAL JOURNAL COSTS	216.00
PROTHONOTARY	145.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

<b>TOTAL COSTS</b>	<b>\$1,109.38</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

**WELTMAN, WEINBERG & REIS Co., L.P.A.**

ATTORNEYS AT LAW

BROOKLYN HTS., OH  
216.739.5100  
CHICAGO, IL  
312.782.9676  
CINCINNATI, OH  
513.723.2200  
CLEVELAND, OH  
216.685.1000  
COLUMBUS, OH  
614.228.7272



**PATRICK THOMAS WOODMAN**  
Attorney at Law  
412.338.7106  
Fax 412.434.7959  
pwoodman@weltman.com

DETROIT, MI  
248.362.6100  
GROVE CITY, OH  
614.801.2600  
PHILADELPHIA, PA  
215.599.1500  
PITTSBURGH, PA  
412.434.7955

September 3, 2009

**VIA FAX (814) 765-5915 or (814) 765-6089**

Sheriff of Clearfield County  
ATTN: Real Estate Dept.

**RE: HSBC BANK, USA, N.A., as Indenture Trustee under the Indenture relating to People's Choice Home Loan Securities Trust Series 2005-4, Mortgage-Backed Notes, Series 2005-4 vs. Robert D. Sanker and Linda S. Sanker No.: 07-267 CD**

Dear Madam or Sir:

Please stay the Sheriff's Sale that is scheduled for September 4, 2009.

If you should have any questions, please feel free to contact me at the number listed above.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Linda L. Sullivan". The signature is fluid and cursive.

Linda L. Sullivan  
Legal Assistant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20598  
NO: 07-267-CD

PLAINTIFF: HSBC BANK, USA, N.A., AS INDENTURE TRUSTEE UNDER THE INDENTURE RELATING TO  
PEOPLE'S CHOICE HOME LOAN SECURITIES TRUST SERIES 2005-4, MORTGAGE-BACKED NOTES, SERIES 2005-4  
vs.  
DEFENDANT: ROBERT D. SANKER AND LINDA S. SANKER

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 6/14/2007

LEVY TAKEN 6/19/2007 @ 10:47 AM

POSTED 6/19/2007 @ 10:47 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 1/14/2008

DATE DEED FILED **NOT SOLD**

**FILED**  
07/10/38/07  
JAN 14 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

6/19/2007 @ 10:47 AM SERVED ROBERT D. SANKER

SERVED ROBERT D. SANKER, DEFENDANT, AT HIS RESIDENCE 3376 MORRISDALE ALLPORT HIGHWAY, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROBERT D. SANKER

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.

6/19/2007 @ 10:47 AM SERVED LINDA S. SANKER

SERVED LINDA S. SANKER, DEFENDANT, AT HER RESIDENCE 3376 MORRISDALE ALLPORT HIGHWAY, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROBERT D. SANKER, HUSBAND/CO-DEFENDANT

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, JUNE 20, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR SEPTEMBER 7, 2007 DUE TO CHAPTER 13 BANKRUPTCY FILING.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20598

NO: 07-267-CD

PLAINTIFF: HSBC BANK, USA, N.A., AS INDENTURE TRUSTEE UNDER THE INDENTURE RELATING TO  
PEOPLE'S CHOICE HOME LOAN SECURITIES TRUST SERIES 2005-4, MORTGAGE-BACKED NOTES, SERIES 2005-4  
vs.

DEFENDANT: ROBERT D. SANKER AND LINDA S. SANKER

Execution REAL ESTATE


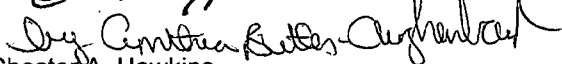
SHERIFF RETURN

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SHERIFF HAWKINS \$195.14

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

  
  
Chester A. Hawkins  
Sheriff

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

HSBC Bank, USA, N.A., as Indenture Trustee  
under the Indenture relating to People's Choice  
Home Loan Securities Trust Series 2005-4,  
Mortgage-Backed Notes, Series 2005-4

Vs.

NO.: 2007-00267-CD

Robert D. Sanker and Linda S. Sanker

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due HSBC BANK, USA, N.A., as Indenture Trustee under the Indenture relating to People's Choice Home Loan Securities Trust Series 2005-4, Mortgage-Backed Notes, Series 2005-4, Plaintiff(s) from ROBERT D. SANKER and LINDA S. SANKER, 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:

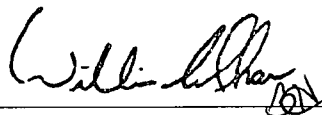
Garnishee(s) as follows:

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:.....\$58,818.04  
INTEREST at the rate of \$12.38 per  
diem from 5/15/07 to sale date:.....\$1,361.80  
ATTY'S COMM: \$  
DATE: 06/14/2007

PROTHONOTARY'S COSTS PAID:....\$125.00  
SHERIFF: \$  
LATE CHARGES thru sale date:.....\$61.35  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 14<sup>th</sup> day  
of JUNE A.D. 2007  
At 2:00 A.M./PM

Creston A. Henderson  
Sheriff By Cynthia Butler-Aughelach

Requesting Party: Patricia L. Blais, Esq.  
2718 Koppers Bldg.  
436 Seventh Ave.  
Pittsburgh, PA 15219

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

HSBC BANK, USA, N.A., as Indenture  
Trustee under the Indenture relating  
to People's Choice Home Loan  
Securities Trust Series  
2005-4, Mortgage-Backed Notes,  
Series 2005-4,

NO: 07-267 CD

Plaintiff,

vs.

ROBERT D. SANKER and  
LINDA S. SANKER,

Defendants.

LONG FORM DESCRIPTION

ALL THAT CERTAIN lot or parcel of land situate, lying and being in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the Eastern right of way line of State Highway Route No. 53 at its intersection with the Northern line of property of Robert Sanker; thence along said right of way line North twenty-nine degrees four minutes West (N 29° 4' W) a distance of twenty-five (25') feet to an iron pin; thence 0° East a distance of sixty-four (64') feet along lands of J. Hummel to an iron pin; thence still along Hummel North three degrees forty-one minutes East (N 3° 41' E) a distance of two hundred one and five tenths (201.5') feet to an iron pin on lands of Hoover; thence along lands of Hoover South eighty-four degrees forty-one minutes East (S 84° 41' E) a distance of two-hundred twenty-nine (229') feet to a stake on the Western line of a twenty (20') foot alley; thence along the Western line of said alley South one degree and twenty-two minutes East (S 1° 22' E) a distance of one hundred seventy-two (172') feet to an iron pin on line of Robert Sanker; thence along Sanker South eighty-four degrees fifty-five minutes West (S 84° 55' W) a distance of three hundred twenty-five (325') feet to an iron pin and place of beginning.

BEING the same premises which Stephen M. Mondock and Mina A. Mondock, his wife, by Deed dated September 10, 1971, and recorded May 10 1972, in the Office of the Recorder of Deeds in and for the County of Clearfield, in Book 595, Page 92, granted and conveyed unto Robert D. Sanker and Linda S. Sanker, his wife, as Tenants by the Entireties, in fee.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



Patricia L. Blais, Esquire

Attorney for Plaintiff

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, Pennsylvania 15219

Parcel No: 124.0-Q10-568-00020

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME ROBERT D. SANKER

NO. 07-267-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 Robert D. Sanker And Linda S. Sanker 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	12.61
LEVY	15.00
MILEAGE	12.61
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.92
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	

**TOTAL SHERIFF COSTS                    \$195.14**

**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	58,818.04
INTEREST @ 12.3800	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	61.35
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

**TOTAL DEBT AND INTEREST                    \$58,919.39**

**COSTS:**

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	195.14
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

**TOTAL COSTS    \$320.14**

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

# WELTMAN, WEINBERG & REIS

Co., L.P.A.

ATTORNEYS AT LAW  
2601 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

(412) 434-7955

CLEVELAND • COLUMBUS • CINCINNATI • PITTSBURGH

June 20, 2007

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

Sheriff of Clearfield County  
ATTN: Real Estate Dept.

**RE: HSBC Bank, et. al. vs. Linda and Robert Sanker  
No: 07-267 CD**

Dear Madam or Sir:

Please stay the Sheriff's Sale that is scheduled for September 7, 2007. Defendant has filed for bankruptcy.

If you should have any questions, please feel free to contact me at the number listed above.

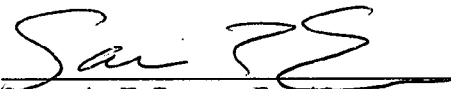
Very Truly Yours,

  
Heidi J. Kelly  
Paralegal

### VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, she is an attorney for the Plaintiff herein; makes this Verification based upon the facts as supplied to her by the Plaintiff and/or its agents and because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for filing of this pleading, and that the facts set forth in the foregoing pleading are true and correct to the best of her knowledge, information and belief.

Date: 2/19/07

  
Samantha T. Estevez, Esquire

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

DOCKET # 102468  
NO: 07-267-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC BANK, USA, N.A. As Indenture Trustee

VS.

DEFENDANT: ROBERT D. SANKER and LINDA S. SANKER

**SHERIFF RETURN**

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NOW, February 23, 2007 AT 11:03 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROBERT D. SANKER DEFENDANT AT 3376 MORRISDALE ALLPORT HWY., MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ROBERT D. SANKER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

**FILED**  
01/31/06/3/11  
MAY 15 2007  
LM  
William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 102468  
NO: 07-267-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC BANK, USA, N.A. As Indenture Trustee  
vs.  
DEFENDANT: ROBERT D. SANKER and LINDA S. SANKER

**SHERIFF RETURN**

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NOW, February 23, 2007 AT 11:02 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LINDA S. SANKER DEFENDANT AT 3376 MORRISDALE ALLPORT HWY., MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ROBERT SANKER, HUSBAND 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 # 102468  
NO: 07-267-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC BANK, USA, N.A. As Indenture Trustee  
vs.  
DEFENDANT: ROBERT D. SANKER and LINDA S. SANKER

SHERIFF RETURN

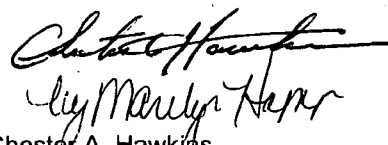
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8407791	20.00
SHERIFF HAWKINS	WELTMAN	8407791	36.61

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

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

Attorney for Plaintiff

**FILED**

*h* **JAN 14 2014**  
BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS

HSBC BANK USA, NATIONAL ASSOCIATION, :  
AS INDENTURE TRUSTEE UNDER THE :  
INDENTURE RELATING TO PEOPLE'S :  
CHOICE HOME LOAN SECURITIES TRUST :  
SERIES 2005-4, MORTGAGE-BACKED NOTES, :  
SERIES 2005-4vs :

**Plaintiff**

vs.

ROBERT SANKER  
LINDA SANKER

**Defendant**

COURT OF COMMON PLEAS *1cc*

CIVIL DIVISION

CLEARFIELD COUNTY

No. 2007-00267-CD

**ENTRY OF APPEARANCE**

TO THE PROTHONOTARY:

Kindly enter our appearance as counsel on behalf of the Plaintiff, HSBC BANK USA,  
NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE FOR PEOPLE'S CHOICE HOME  
LOAN SECURITIES TRUST SERIES 2005-4 in the above captioned matter.

Phelan Hallinan, LLP

Date: 1/13/14

By: *Jonathan Lobb*  
Jonathan Lobb, Esq., Id. No.312174  
Attorney for Plaintiff  
Phelan Hallinan, LLP

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

**FILED**

**JAN 14 2014**

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

*M/1254pm/B/S*

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

No. 2007-00267-CD

HSBC BANK USA, NATIONAL ASSOCIATION,  
AS INDENTURE TRUSTEE UNDER THE  
INDENTURE RELATING TO PEOPLE'S  
CHOICE HOME LOAN SECURITIES TRUST  
SERIES 2005-4, MORTGAGE-BACKED NOTES,  
SERIES 2005-4vs

**Plaintiff**

vs.

ROBERT SANKER  
LINDA SANKER

**Defendant**

**CERTIFICATION OF SERVICE**

I hereby certify a true and correct copy of the foregoing Entry of Appearance was served by  
regular mail on Defendant(s) on the date listed below:

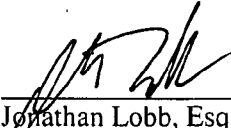
ROBERT SANKER  
3376 MORRISDALE ALLPORT HIGHWAY  
MORRISDALE, PA 16858-8605

LINDA SANKER  
3376 MORRISDALE ALLPORT HIGHWAY  
MORRISDALE, PA 16858-8605

ROBERT SANKER  
LINDA SANKER  
C/O JASON J. MAZZEI, ESQ  
432 BOULEVARD OF ALLIES  
PROFESSIONAL OFFICE BUILDING  
PITTSBURGH, PA 15219

Phelan Hallinan, LLP

Date: 1/13/14

By:   
Jonathan Lobb, Esq., Id. No.312174  
Attorney for Plaintiff  
Phelan Hallinan, LLP