

07-298-CD  
HSBC Bank vs Angel Shadowolf et al

HSBC Bank et al vs Angel Shadowolf  
2007-298-CD

SHAPIRO & KREISMAN, LLC  
BY: ILANA ZION, ESQ., ATTORNEY I.D. NO. 87137  
KEVIN DISKIN, ESQ., ATTORNEY I.D. NO. 86727  
LAUREN TABAS, ESQ., ATTORNEY I.D. NO. 93337  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 07-28863

FILED Atty Pd. 85.00  
M 2:13 PM  
FEB 28 2007 cc Sheriff

William A. Shaw  
Prothonotary/Clerk of Courts

HSBC Bank USA, N.A., as Trustee on behalf  
of ACE Securities Corp. Home Equity Loan  
Trust and for the registered holders of ACE  
Securities Corp. Home Equity Loan Trust,  
Series 2005-SD2, Asset Backed Pass-  
Through Certificates  
PLAINTIFF

VS.

Angel S. Shadowolf a/k/a Angel Lee Shantay  
Shadowolf f/k/a Brenda Hollabaugh  
RD 1 Box 80  
West Decatur, PA 16878  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 07-298-CD

**COMPLAINT - CIVIL ACTION**  
**MORTGAGE FORECLOSURE**  
**NOTICE**

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.

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

Clearfield County Lawyer Referral Service  
Court Administrator, Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
814-765-2641 ext.5982

**PURSUANT TO THE FAIR DEBT COLLECTION  
PRACTICES ACT YOU ARE ADVISED THAT THIS LAW  
FIRM IS DEEMED TO BE A DEBT COLLECTOR  
ATTEMPTING TO COLLECT A DEBT. ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT  
PURPOSE.**

## NOTICIA

**LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VIENTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIA ESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ES PEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO O SUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.**

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

Clearfield County Lawyer Referral Service  
Court Administrator, Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
814-765-2641 ext.5982

SHAPIRO & KREISMAN, LLC  
BY: ILANA ZION, ESQ., ATTORNEY I.D. NO. 87137  
KEVIN DISKIN, ESQ., ATTORNEY I.D. NO. 86727  
LAUREN TABAS, ESQ., ATTORNEY I.D. NO. 93337  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 07-28863

HSBC Bank USA, N.A., as Trustee on behalf  
of ACE Securities Corp. Home Equity Loan  
Trust and for the registered holders of ACE  
Securities Corp. Home Equity Loan Trust,  
Series 2005-SD2, Asset Backed Pass-  
Through Certificates

PLAINTIFF

VS.

Angel S. Shadowolf a/k/a Angel Lee Shantay  
Shadowolf f/k/a Brenda Hollabaugh  
RD 1 Box 80  
West Decatur, PA 16878

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO:

### COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff, HSBC Bank USA, N.A., as Trustee on behalf of ACE Securities Corp. Home  
Equity Loan Trust and for the registered holders of ACE Securities Corp. Home Equity Loan  
Trust, Series 2005-SD2, Asset Backed Pass-Through Certificates, the address of which is, 12650  
Ingenuity Drive, Orlando, Florida 32826, brings this action of mortgage foreclosure upon the  
following cause of action:

1. (a) Parties to Mortgage:

Mortgagee: National City Bank of Pennsylvania

Mortgagor(s): Angel Lee Shantay Shadowolf f/k/a Brenda Hollabaugh

(b) Date of Mortgage: December 27, 1999

(c) Place and Date of Record of Mortgage:

Recorder of Deeds

Clearfield County

Instrument #199921079

Date: December 29, 1999

The Mortgage is a matter of public record and is incorporated herein as provided  
by Pa. R.C.P. No. 1019(g). A true and correct copy of the Mortgage is attached  
hereto and marked as Exhibit "A" and incorporated herein by reference.

(d) Assignments:

Assignor: National City Bank successor by merger to National City Bank of Pennsylvania

Assignee: HSBC Bank USA, N.A., as Trustee on behalf of ACE Securities Corp. Home Equity Loan Trust and for the registered holders of ACE Securities Corp. Home Equity Loan Trust, Series 2005-SD2, Asset Backed Pass-Through Certificates

Date of Assignment: as recorded

Recording Date: as recorded

Book: as recorded

Page: as recorded

2. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original Mortgagee, or is the present holder of the mortgage by virtue of the above-described Assignment(s).
3. The real property which is subject to the Mortgage is generally known as Rd 1 Box 80, West Decatur, Pa 16878 and is more specifically described as attached as part of Exhibit "A":
4. Each Mortgagor named in paragraph 1 executed a note as evidence of the debt secured by the Mortgage (the "Note"). A true and correct copy of the Note is attached and marked as Exhibit "B."
5. The name and mailing address of each Defendant is:  
Angel S. Shadowolf a/k/a Angel Lee Shantay Shadowolf f/k/a Brenda Hollabaugh, RD 1 Box 80, West Decatur, PA 16878
6. The interest of each individual Defendant is as Mortgagor, Real Owner, or both.
7. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of October 10, 2006 and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with charges specifically itemized below are immediately due and payable.
8. The following amounts are due as of February 25, 2007:

Principal of Mortgage debt due and unpaid	\$15,137.47
Interest currently due and owing at 8% per annum calculated from September 10, 2006 at \$3.32 each day	\$561.08
Late Charge of \$40.84 per month assessed on the 16th of each month from October 25, 2006 to February 25, 2007, (5 Months)	\$204.20
Escrow Advances made by Plaintiff	\$78.72
Suspense/Unapplied Balance	(\$89.70)
Accrued Late Charges	\$102.10
Appraisal Fees	\$111.00

Title Search/Report Fees	\$250.00
Attorneys' Fees and Costs	\$1,500.00
Prior Servicer Fees	\$335.31
<b><u>TOTAL</u></b>	<b>\$18,190.18</b>

9. Interest accrues at a per diem rate of 3.32 each day after February 25, 2007, that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other expenses, costs and charges collectible under the Note and Mortgage.
10. The attorneys' 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 attorneys' fees will be charged based on work actually performed.
11. Notice pursuant to the Homeowners' Emergency Mortgage Assistance Act of 1983, 35 P.S. § 1680.402c, *et seq.*, was sent to each individual Mortgagor at their mailing address and/or the mortgaged property address by first-class mail and certified mail. Pursuant to the act of December 21, 1998 (P.L. 1248, No. 160) (Act 160), this Notice contains the information required by the act of March 14, 1978 (P.L. 11, No. 6), 41 P.S. Section 403 *et seq.*, and separate Notice of Intention to Foreclose is not required. Copies of the Notice are attached hereto as Exhibit "C".

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in rem in favor of Plaintiff and against Defendant, in the amount set forth in paragraphs 8 and 9, together with interest, attorneys' fees and for other expenses, costs, and charges collectible under the Note and Mortgage and for the foreclosure and sale of the mortgaged premises.

Date: 1/27/2007

SHAPIRO & KREISMAN, LLC

BY: Elana J. S.

Attorneys for Plaintiff

S & K File No. 07-28863

Mail To: National City Bank  
P.O. Box 5570, Loc. #7120  
Cleveland, Ohio 44101

KAREN L. STARK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania  
INSTRUMENT NUMBER  
199921079  
RECORDED ON  
Dec 29, 1999  
3:25:11 PM  
*RECORDED*

## National City

## Mortgage

THIS MORTGAGE is made on 12/27/1999, between ANGEL LEE SHANTAY SHADWOLE F/K/A BRENDA HALLARAH  
NOT STATED

(hereinafter called "Owner") and National City Bank of Pennsylvania (hereinafter called "Lender"). As used herein, the term "Owner" refers individually and collectively to all Owners, and all such persons shall be jointly and severally bound by the terms hereof.

WHEREAS, ANGEL LEE SHADWOLE (hereinafter, whether one or more, called the "Borrower"), (is) (are) indebted to Lender in the principal sum of Thirty One Thousand Seven Hundred Sixty Nine and 50/100 Dollars (\$ 31,769.50) evidenced by a note (the "Note") dated 12/27/1999;

TO SECURE the payment of all sums due or which may become due under the Note, and any and all extensions, refinancings, substitutions, modifications or renewals thereof in whole or in part (all of which is hereinafter called the "Indebtedness"); Borrower's obligations under the Note; Owner's performance under this Mortgage; the payment of all other amounts, with interest, advanced hereunder for the payment of taxes, assessments, insurance premiums and costs incurred to protect the security of this Mortgage; and the payment of Lender's costs of collection, including costs of suit and reasonable attorneys' fees to the extent permitted by law if suit is filed or other action taken to collect the sums owing or to protect the security of this Mortgage; Owner by these presents does grant, bargain, sell, and convey unto Lender, its successors, and its assigns all of the following described real estate, together with all improvements, now or hereafter erected, and all easements, rights, and appurtenances thereon, located at:

BOX 14 ROGGS WEST DECATUR PA 168780000 CLEARFIELD  
Street Township/City/Municipality/Borough County

Commonwealth of Pennsylvania (the "Property"), which was conveyed to Owner by Deed dated 01/28/1988, and duly recorded in the office for the Recording of Deeds in said County in Deed Book No. 1908, Page 561, Tax Parcel Number (or other Uniform Parcel Identifier, if any) 105-10-70, as the Property is therein described and,  If this box is checked, as the Property is more particularly described in Exhibit "A", which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the said Lender, its successors and its assigns, FOREVER.

PROVIDED, HOWEVER, upon payment in full of the Indebtedness and performance of the covenants herein, the estate hereby granted shall be discharged.

OWNER represents, warrants, covenants, and agrees that:

1. Borrower shall promptly pay to Lender interest, principal and other sums due under the Note, in accordance with the terms of the Note.
2. Owner will keep and perform all the covenants and agreements contained herein.
3. Owner warrants and represents to Lender that: Owner is the sole owner of the Property; has the right to mortgage, grant and convey the Property; that the Property is unencumbered, except for encumbrances now recorded; and that Owner will defend the title to the Property against all claims and demands except encumbrances now recorded.
4. Owner will pay when due all taxes, assessments, levies, and other charges on or against the Property which will attain priority over this Mortgage. At Lender's request, Owner shall deliver written evidence of all such payments to Lender.
5. Owner will not sell, enter into an installment sale contract for the sale of, lease, give, transfer, or encumber the Property or any right or interest in the Property, in whole or in part, without Lender's prior written permission.

6. Owner shall keep the Property in good repair, excepting only reasonable wear and tear. Owner will comply with all laws respecting ownership and use of the Property. Owner will permit Lender's authorized representatives to enter upon the Property at any reasonable time for the purpose of inspecting the condition of the Property. Without the written consent of Lender, Owner will not permit removal or demolition of improvements now or hereafter erected on the Property, nor will Owner permit waste of the Property or alteration of improvements now or hereafter erected on the Property which would adversely affect its market value as determined by Lender.

7. Owner shall keep the Property insured against loss by fire, all other hazards contemplated by the term "extended coverage," and such other risks and hazards as Lender shall require, in such amounts as Lender shall require. Owner shall purchase flood insurance as and to the extent required by law. Owner may obtain such insurance from any insurer(s) of Owner's choice, provided that said insurer(s) shall be acceptable to Lender. At Lender's request, all insurance policies shall contain loss payable clauses in favor of Lender and Owner shall deliver written evidence of all such insurance to the Lender.

In the event of loss, Owner shall give prompt notice to the insurer and Lender. Lender at its option may elect to make proof of loss if Owner does not do so promptly, and to take any action it deems necessary to preserve Owner's or Lender's rights under any insurance policy.

Insurance proceeds shall be applied to restoration or repair of the Property or to reduction of the Indebtedness, as Lender may determine in its sole discretion. Owner hereby appoints Lender, its successors, and assigns as Owner's attorney in fact to endorse Owner's name to any draft or check which may be payable to Owner in order to collect such insurance proceeds. Any balance of insurance proceeds remaining after payment in full of amounts due hereunder shall be paid to Owner.

8. Owner will pay or perform all obligations under any mortgage, lien or security agreement which has priority over this Mortgage.

46/959

Rev. 5/85 0220P

16

EXHIBIT "A"

EXHIBIT A

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BOGGS IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 01/28/1998 AND RECORDED 02/19/1998, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 19078 AND PAGE 561.

ADDRESS: BOX 14, WEST DECATER, PA 16878 TAX MAP OR PARCEL ID NO.:  
105-10-70

9. If Owner fails to perform any of the obligations or duties required by the covenants and agreements in this Mortgage, Lender may at its option elect to do so and advance those amounts that it deems necessary to protect the Property and/or Lender's rights in the Property and under this Mortgage. Owner hereby agrees to repay to Lender on demand all sums which Lender has advanced, with interest thereon at the rate of interest stated in the Note; and all sums so paid, together with interest thereon, until repaid to Lender shall be part of the Indebtedness and be secured hereby.

10. Subject to the rights of the holders of any prior mortgage, Owner hereby assigns to Lender all proceeds of any award in connection with any condemnation or other taking of the Property or any part thereof, or payment for conveyance in lieu of condemnation.

11. If this Mortgage is on a unit in a condominium or a planned unit development, Owner shall perform all of Owner's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws, rules and regulations of the condominium or planned unit development, and related documents.

12. As additional security hereunder, Owner hereby assigns to Lender any and all leases on the Property, now existing or which may hereafter be made, together with any and all rents and Owner's rights as landlord under law; provided that Owner shall, prior to the declaration of an Event of Default, have the right to collect and retain such rents as they become due and payable.

13. Owner will be in default under this Mortgage; in the event of any breach of any warranty, covenant, or agreement contained in this Mortgage; or if any representation or warranty contained herein proves to be false or misleading; or in the event of any default under the terms of the Note or any agreement securing repayment of, or relating to, any portion of the Indebtedness; or if any other creditor tries to take the Property by legal process; or if bankruptcy proceedings are filed by or against any Owner; or if any tax lien or levy is filed against the Property or any Owner; or if the Property is destroyed, seized or condemned by any governmental authority; or if any Owner dies. To the extent permitted by law, if Owner is in default under this Mortgage, Lender may, at its option, after any notice required by law, declare due and payable the unpaid balance of all amounts secured by this Mortgage and owing under the Note. Lender may, in addition to exercising any rights which Lender may have under the Note, any agreement securing repayment of, or relating to, any portion of the Indebtedness, or otherwise provided by law, foreclose the Mortgage, take possession of the Property, collect any and all rents and sell the Property for the collection of the Indebtedness. If a mortgage foreclosure action or other action is filed on this Mortgage, or if Lender takes any action to protect or enforce its interest, Owner agrees to pay all of Lender's costs and expenses, including reasonable attorneys' fees to the extent permitted by law.

14. Lender's rights and remedies under this Mortgage, the Note or otherwise by law shall be cumulative and not alternative and may be exercised as often as necessary; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

as often as necessary; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

15. Without notice to Owner, Lender may deal with Borrower(s), the Indebtedness and any collateral security therefor in such manner as Lender may deem appropriate or advisable including without limitation, renewing or extending the Indebtedness or any part thereof, accepting partial payment, substituting or releasing other collateral for the Indebtedness, releasing and discharging from liability Borrower(s) or any Cosigner or other person liable for all or part of the Indebtedness, all without impairing the obligations of Owner or the rights of Lender hereunder.

16. Except for any notices required under applicable law to be given in another manner, any notice to Owner provided for in this Mortgage shall be given by delivering it personally or by mailing such notice by certified mail, addressed to Owner at the address of the Property or at such other address as Owner may designate by notice to Lender as provided herein; and any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Owner as provided herein. If notice is given by certified mail, it shall be deemed to have been given on the date of mailing.

17. The covenants, conditions, and agreements contained herein shall bind the Owner's heirs, personal representatives and successors and, subject to Paragraph 5, any person to whom the Property is transferred. The rights and privileges contained herein shall inure to the Lender's successors and assigns. Lender may sell, transfer or assign this Mortgage without Owner's consent.

18. If any provision hereof shall for any reason be held invalid or unenforceable, no other provision shall be affected thereby, and this Mortgage shall be construed as if the invalid or unenforceable provision had never been part of it.

19. Owner agrees that any interest payable after a judgment is entered, or on additional sums advanced, shall be at the same rate as is stated in the Note.

**20. Owner's obligations under paragraphs 4, 7, 8, 9 and 13 shall survive any judgment in mortgage foreclosure.**

21. Any Owner who signs this Mortgage but does not sign the Note does so only to mortgage Owner's interest in the Property to secure payment and performance of the Note and Owner does not agree to be personally liable on the Note.

IN WITNESS WHEREOF, and intending to be legally bound, each Owner has duly executed this Mortgage this day and year first above written.

**WITNESS:**

R

debuted this mortgage company and your  
Angel Lee Shallow  
AT&T  
Brinda Shallow  
MORTGAGE

55211

### REAL

## ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA )  
 )  
 COUNTY OF ALLEGHENY )  
 )

On the 27th day of DECEMBER, 1999, before me, the undersigned officer (who certifies that he/she is not a director of National City Bank of Pennsylvania), personally appeared ANGEL LEE SHANTAY SHADWOLF F/K/A BRENDA HALLAWAY (hereinafter referred to as "the witness"), who (having been duly sworn) stated that he/she (has been) satisfactorily proven to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he/she (has been) sworn for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

### My Communication Experience:

Notary Public

**CERTIFICATE OF RESIDENCE**

1. Thomas P. Snee do hereby certify that Mortgagee's precise residence is 4721 McKnight Road Pittsburgh PA 15237

**Agent for Mortgagor**

May. 7/88 0206P

# National City

Complete Loan.

National City is a registered trademark of National City Corporation.

## Fixed Rate Simple Interest Note And Security Agreement Branch

Dated 12/27/1999

### ANGEL S SHADOWOLF

Debtor(s)  
Address BOX 14  
City WEST DECATUR  
State, Zip PA 168780000

**2 TERMS OF REPAYMENT** FOR VALUE RECEIVED, you the undersigned ("Debtor"), promise to pay to the order of National City Bank of Pennsylvania ("Bank"), the principal sum of \$ 31769.50 together with interest on the principal sum outstanding from time to time and on any other amounts due under this Agreement, except interest, at the rate of 10.750 % per annum and payable in 119 consecutive monthly installments of \$ 434.42 each, with a final installment of \$ 434.42 beginning on 02/10/2000 and continuing on the same day of each month thereafter until paid in full. Your payment history could affect the amount you owe under this Agreement.

**3 DESCRIPTION OF GOODS OR REAL ESTATE SECURING PAYMENT ("PROPERTY")**  
BOX 14, WEST DECATUR, PA 16878

YEAR, MAKE, MODEL	NEW OR USED	MANUFACTURER'S SERIAL NUMBER
-------------------	-------------	------------------------------

**4 LOAN USE** You represent to Bank that the loan proceeds are to be used as follows:

**5 DISBURSEMENT OF PROCEEDS** Bank is authorized to disburse loan proceeds as indicated in the Itemization of the Amount Financed.

**6 INSURANCE AGREEMENT** Insurance on the property must be obtained by you. You may choose the person through whom such insurance is obtained. You cannot obtain such insurance from Bank. Bank may require Vendor's Single Interest Insurance for the term of this Agreement. Vendor's Single Interest Written evidence of insurance, with Bank named as loss payee, will be delivered to Bank. If the security for this loan is real estate, you must maintain proper real estate insurance on the Property including proper flood insurance required by law. If this loan is secured by other than real estate, insurance must consist of Fire, Theft, Comprehensive and Collision with not more than Five Hundred Dollars (\$500.00) deductible. If you fail to maintain such insurance, Bank may, at its option, obtain insurance on the Property. The insurance obtained by Bank shall include that coverage which Bank, in its sole discretion, deems necessary to protect Bank's interest in the Property. If Bank obtains the insurance, you agree to pay Bank the premium therefor plus interest thereon at the contractual rate. You acknowledge that Bank, as insured, may receive refunds or other remuneration which could affect the net cost of such coverage to Bank. You agree that in no case shall you be entitled, directly or indirectly, to such refund or other remuneration. The aggregate of such premium and interest shall be divided by the number of monthly installments remaining and the amount of each remaining monthly installment shall be proportionately increased. If you purchased GAP Waiver or still pay Bank whatever you owe under this Agreement. If the Property is lost, stolen or destroyed, you must still pay full insurance proceeds. If any credit insurance, Vendor's Single Interest Insurance or GAP Waiver is financed under this Agreement, the cost and terms are shown on the Disclosure Statement. You irrevocably make Bank your agent for adjustment of all insurance losses and settlement thereof (including any with a third party insurer) for an amount Bank in good faith deems reasonable. This agency shall be coupled with an interest and shall not be revoked by your death, incompetency or incapacity. All amounts Bank receives may, at its option, be applied to the indebtedness evidenced by this Agreement or used to repair or replace the Property.

**7 PREPAYMENT** You may prepay the principal sum of this Agreement in whole or in part at any time or from time to time, without penalty. In the event of prepayment, interest on the sum prepaid shall be computed on the basis of a 365-day year, but calculated on actual days.

**8 LATE CHARGE** If you are in default (as defined (11)) and Bank requires immediate payment of the whole amount outstanding under this Agreement, you agree to pay Bank interest on the remaining balance at the contractual rate in effect at the time of acceleration. If you are more than fifteen (15) days late in paying (10%) of the monthly payment then due, with a minimum charge of \$20.00.

**9 RETURN CHECK CHARGE** You will pay \$20.00 for each return of a dishonored check, negotiable order of withdrawal, or share draft issued by you.

**10 SECURITY AGREEMENT** You give Bank a security interest in the Property (including, without limitation, any accessions and all loss proceeds and unearned premiums of insurance covering the Property), all proceeds and all unearned premiums on credit insurance and extended warranty financed, all proceeds and all GAP Waiver refunds financed and in all deposit accounts you have or at any time may have with Bank and Bank's affiliates to secure the payment of any amounts owed under this Agreement, and (except for the Property if the Property is your principal residence) all other indebtedness you have or at any time may have with Bank and Bank's affiliates. However, if Bank now has any earlier lien on your principal residence as security for future obligations, Bank waives such security as to this Agreement only. If you are in default (as defined (11)), Bank is authorized to cancel any policies of credit insurance and extended warranty financed and any GAP Waiver contract financed. Bank may at any time apply all loss proceeds and unearned premiums of insurance covering the Property, as well as unearned premiums on credit insurance and extended warranty financed or GAP Waiver refunds financed to the balance outstanding under this Agreement or, at its option, to repair or replace the Property.

**11 DEFAULT** You will be in default on this Agreement: (i) if you do not pay an installment on time or do not pay on time any other indebtedness owing by you to Bank or Bank's affiliates; or (ii) if any creditor tries by legal process to take funds from any account of yours with Bank or Bank's affiliates or to levy execution on the Property; or (iii) if there is a filing for your bankruptcy or insolvency; or (iv) if you die or are declared legally incompetent or legally incapacitated; or (v) any statement in your loan application or any other writing is materially false; or (vi) if you fail to comply with any other term or condition contained in this Agreement or in any other agreement with Bank or Bank's affiliates; or (vii) if a judgment is entered against you in any court of record; or (viii) if you do not pay any of your debts as they come due; or (ix) if the Property is threatened with, or subject to, seizure, levy, attachment, condemnation, or forfeiture. If you are in default, Bank can then require immediate payment of the whole amount outstanding under this Agreement or of any other outstanding indebtedness you have with Bank (except indebtedness secured by your principal residence), and may use any right and remedies under the law including the right to go peacefully without court process upon any premises where the Property may be and remove it. If Bank requests, you agree to deliver the Property to it at a reasonably convenient place. Unless otherwise required by law, any property not covered by this Agreement which may be repossessed with the Property may, at Bank's sole option, be mailed to you at any address indicated on Bank's records. Bank may sell, lease, or otherwise dispose of the Property. You will owe Bank the reasonable costs of repossession, repair, storage, preparation for sale, and sale. The net proceeds of sale or other disposition of the Property shall be applied to the amount you then owe Bank and Bank's affiliates. You shall pay to Bank any remaining balance owing under this Agreement. If Bank sues to collect any amount you owe it, the Bank may charge you for court costs and reasonable attorney's fees for Bank's own salaried lawyers or independent counsel that it hires.

**12 WARRANTIES** You acknowledge that all information you provide to Bank is true and complete, and that you are a natural person and fully competent to enter into contracts.

**13 OTHER PROVISIONS** You further agree that: (1) you will keep the Property insured and in good condition and will promptly pay all taxes and license fees, and all repair, maintenance and preservation costs pertaining to the Property; (2) upon Bank's request, you will promptly deposit with Bank the certificate of title or any other documents Bank may need to perfect its security interest; (3) Bank may send you any notice by regular mail to any address indicated on Bank's records. You will promptly notify Bank of any change of address; (4) without Bank's prior written approval, you will not sell, lease, or otherwise dispose of, nor permit any encumbrance on the Property, nor will you permanently remove nor permit removal of the Property from the state where you signed this Agreement; (5) you understand that Bank is a national bank located in Pennsylvania, and that Bank's decision to make this loan was made in Pennsylvania; (6) you will not use the Property for any unlawful purpose; (7) if the Property is personal property, it will not be so attached or affixed to real property that it becomes a fixture without the Bank's prior written consent; (8) if this Agreement is signed or guaranteed by more than one person, all are jointly and severally responsible for payment of the indebtedness evidenced by this Agreement; (9) Bank can from time-to-time extend the terms of payment, release any security or agree with any Debtor or other obligor to any change of terms without notifying or releasing any other Debtor or other obligor from responsibility on this Agreement; (10) Bank may delay enforcing any of its rights on this Agreement or on any security by acceptance of late or partial payments, payments marked "paid in full" or with words of similar legal effect or otherwise, without losing any of its rights; (11) amounts owed under this Agreement shall be payable at P.O. Box 5700, Cleveland, Ohio 44101-0570, or at such other place as Bank may designate in writing, and shall be payable in lawful money of the United States of America; (12) payments and all other funds shall be applied in any manner Bank in its sole discretion decides; (13) Bank may setoff any property you have with Bank, including funds that you have or at any time may have in deposit accounts with Bank, against any amount you owe at any time under this Agreement without notice to you; (14) you cannot assign your rights or obligations under this Agreement; (15) Bank may sell or assign this Agreement without your consent. The transferee or assignee shall succeed to all of Bank's rights under this Agreement, including the right to enforce it. Bank's sale or assignment of this Agreement will not affect your obligations which will continue unchanged; (16) all of Bank's rights under this Agreement are to the extent permitted by applicable law. If it is determined for any reason that any part of this Agreement is invalid or unenforceable, this shall not affect the validity or enforcement of any other provision, and this Agreement will be read as if the invalid or unenforceable part were not there; (17) you irrevocably make Bank your agent to sign on your behalf all documents and items in connection with this Agreement including, without limitation, applications, proofs of loss, receipts, settlements, releases, certificates of title, other evidence of title and any instrument payable to you. This agency shall be coupled with an interest and shall not be revoked by your death, incompetency or incapacity; and (18) if a required authorization for automatic deduction of payments from a deposit account is cancelled, you will pay Bank \$100.00.

**EXHIBIT "B"**

## NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The Bank can collect this debt from you without first trying to collect from the borrower. The Bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, (where permitted by law), etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt. The undersigned acknowledge receipt of this Notice prior to becoming obligated.

**COPY RECEIVED** You, intending to be legally bound, agree to all provisions of this Agreement, including page 1 hereof, which is incorporated herein by reference, and acknowledge that you received a copy of this Agreement, including the Disclosure Statement with all applicable blanks completed, before you signed below.

ANGEL S SHADOWOLF

Type or print name of Debtor

Angel Lee Shadowolf Dec. 27, 1999

Debtor's Signature

Date

Type or print name of Debtor

Debtor's Signature

Date

Type or print name of Debtor

Debtor's Signature

Date



OCWEN Loan Services LLC  
12650 Ingenuity Drive  
Orlando, Florida 32826

WWW.OCWEN.COM

December 20, 2006

VIA First Class Mail  
VIA Certified Mail (return receipt requested)  
Certified Number: 71069017515113836125  
Reference Code: 0612

Angel S. Shadowolf

Rd1 Box 80  
W Decatur, PA 16878-0000

Loan Number: 33748542  
Property Address: Rd1 Box 80 , W Decatur, PA 16878-0000

**PLEASE SEE THE ENCLOSED DOCUMENT**

**EXHIBIT "C"**

DACT91.10

This communication is from a debt collector attempting to collect a debt;  
any information obtained will be used for that purpose.



## APPENDIX A

December 20, 2006

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HOMEOWNER'S NAME(S): Angel S. Shadowolf

PROPERTY ADDRESS: Rd1 Box 80,  
W Decatur, PA 16878-0000

LOAN ACCT. NO.: 33748542  
ORIGINAL LENDER: NATIONAL CITY BANK OF PENNSYLVANIA  
CURRENT LENDER/SERVICER: OCWEN



## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

**APPLICATION FOR MORTGAGE ASSISTANCE** -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

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

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

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



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

**NATURE OF THE DEFAULT** --The MORTGAGE debt held by the above lender on your property located at: Rd1 Box 80 , W Decatur, PA 16878-0000

IS SERIOUSLY IN DEFAULT because:

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

3 payments in the amount of \$ 435.30 from October 10, 2006 through December 20, 2006

**DETAIL SUMMARY :**

Principal and Interest.....	\$ 1,225.32
Interest Arrearage.....	\$ 0.00
Escrow.....	\$ 80.58
Late Charges.....	\$ 204.20
Insufficient Funds Charges.....	\$ 0.00
Fees / Expenses.....	\$ 363.33
Suspense Balance (CREDIT).....	\$ 89.70
Interest Reserve Balance (CREDIT).....	\$ 0.00
<b>TOTAL DUE.....</b>	<b>\$ 1,783.73</b>

**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 \$1,783.73, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by Money Gram, Cashier's Check, Certified Check or Money Order made payable and sent to:

OCWEN  
P.O. BOX 6440  
CAROL STREAM, IL 60197-6440

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

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

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

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



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

**HOW TO CONTACT THE SERVICER:**

**Name of Servicer:** OCWEN

**Address:** P.O. BOX 24737  
WEST PALM BEACH, FL 33416-4737

**Phone Number:** 800-310-9229

**Fax Number:** 407-737-6300

**Contact:** Performing Collections Dept.

**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 (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

**TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.**

**TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.**

**TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE (3) TIMES IN ANY CALENDAR YEAR.)**

**TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.**

**TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.**

**TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.**

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

VERIFICATION

Ilana Zion, Esquire hereby states that she is the Attorney for the Plaintiff in this action, that she is authorized to make this Verification as the Plaintiff is outside the jurisdiction of the Court and Plaintiff's verification could not be obtained within the time necessary to file this pleading, and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief.

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

SHAPIRO & KREISMAN

BY:

Ilana Zion

Ilana Zion, Esquire  
Attorney for Plaintiff

Dated: 2/27/2007

SHAPIRO & KREISMAN, LLC  
BY: ILANA ZION, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 87137  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 07-28863

HSBC Bank USA, N.A., as Trustee on behalf  
of ACE Securities Corp. Home Equity Loan  
Trust and for the registered holders of ACE  
Securities Corp. Home Equity Loan Trust,  
Series 2005-SD2, Asset Backed Pass-  
Through Certificates

PLAINTIFF

VS.

Angel S. Shadowolf a/k/a Angel Lee Shantay  
Shadowolf f/k/a Brenda Hollabaugh

DEFENDANT(S)

FILED  
M 11:01 AM  
MAR 22 2007  
NO cc  
GW

William A. Shaw  
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO:07-298-CD

PRAECIPE TO SUBSTITUTE VERIFICATION

TO THE PROTHONOTARY:

Kindly substitute the attached Verification to the Complaint in the above-captioned civil  
action.

Respectfully Submitted,  
SHAPIRO & KREISMAN

BY:

Ilana Zion  
Ilana Zion, Esquire  
Attorneys for Plaintiff

HSBC Bank USA, N.A., as Trustee on behalf of ACE Securities Corp. Home Equity Loan Trust and for the registered holders of ACE Securities Corp. Home Equity Loan Trust, Series 2005-SD2, Asset Backed Pass-Through Certificates v. Angel S. Shadowolf a/k/a Angel Lee Shantay Shadowolf f/k/a Brenda Hollabaugh

VERIFICATION

The undersigned is Foreclosure Facilitator of Ocwen Loan Servicing, LLC on behalf of HSBC Bank USA, N.A., as Trustee on behalf of ACE Securities Corp. Home Equity Loan Trust and for the registered holders of ACE Securities Corp. Home Equity Loan Trust, Series 2005-SD2, Asset Backed Pass-Through Certificates and as such is familiar with the records of said corporation, and being authorized to make this verification on behalf of Plaintiff an officer of the corporation and being authorized to make this verification on behalf of Plaintiff, hereby verifies that the facts set forth in the foregoing Complaint are taken from records maintained by persons supervised by the undersigned who maintain the business records of the Mortgage held by Plaintiff in the ordinary course of business and that those facts are true and correct to the best of the knowledge, information and belief of the undersigned.

I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES OF P.A.C.S. SECTION 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

Ocwen Loan Servicing, LLC on behalf of HSBC Bank USA, N.A., as Trustee on behalf of ACE Securities Corp. Home Equity Loan Trust and for the registered holders of ACE Securities Corp. Home Equity Loan Trust, Series 2005-SD2, Asset Backed Pass-Through Certificates

Date: March 5, 2007

*Jessica Dybas*

Name: Jessica Dybas

Title: Foreclosure Facilitator

Company: Ocwen Loan Servicing LLC

Loan: 33748542  
07-28863

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102498  
NO: 07-298-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC BANK USA, N.A. as Trustee  
vs.

DEFENDANT: ANGEL S. SHADOWOLF a/k/a ANGEL LEE SHANTAY SHADOWOLF f/k/a  
BRENDA HOLLABAUGH

**SHERIFF RETURN**

---

NOW, March 02, 2007 AT 2:40 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ANGEL S. SHADOWOLF aka ANGEL LEE SHANTAY SHADOWOLF fka BRENDA HOLLABAUGH DEFENDANT AT RD#1 BOX 80 aka 1483 HILLTOP ROAD, WEST DECATUR, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ANGEL SHANTAY SHADOWOLF, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

FILED  
06245401  
JUN 25 2007  
LM

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102498  
NO: 07-298-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC BANK USA, N.A. as Trustee  
vs.

DEFENDANT: ANGEL S. SHADOWOLF a/k/a ANGEL LEE SHANTAY SHADOWOLF f/k/a  
BRENDA HOLLABAUGH

**SHERIFF RETURN**

---

NOW, March 02, 2007 AT 2:40 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON OCCUPANT (Shadowolf/Hollabaugh property) DEFENDANT AT RD#1 BOX 80 aka 1483 HILLTOP ROAD, WEST DECATUR, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ANGEL SHANTAY SHADOWOLF, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102498  
NO: 07-298-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC BANK USA, N.A. as Trustee

vs.

DEFENDANT: ANGEL S. SHADOWOLF a/k/a ANGEL LEE SHANTAY SHADOWOLF f/k/a  
BRENDA HOLLABAUGH

**SHERIFF RETURN**

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	SHAPIRO	181534	20.00
SHERIFF HAWKINS	SHAPIRO	181534	34.67

Sworn to Before Me This

So Answers,

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

  
Chester A. Hawkins  
Sheriff

SHAPIRO & DeNARDO, LLC  
BY: MICHAEL J. CLARK, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 202929  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & D FILE NO. 07-28863

HSBC Bank USA, N.A., as Trustee on behalf of  
ACE Securities Corp. Home Equity Loan Trust  
and for the registered holders of ACE Securities  
Corp. Home Equity Loan Trust, Series 2005-SD2,  
Asset Backed Pass-Through Certificates

PLAINTIFF

vs.

Angel S. Shadowolf a/k/a Angel Lee Shantay  
Shadowolf f/k/a Brenda Hollabaugh

DEFENDANT(S)

**PRAECIPE FOR JUDGMENT FOR FAILURE TO ANSWER  
AND ASSESSMENT OF DAMAGES**

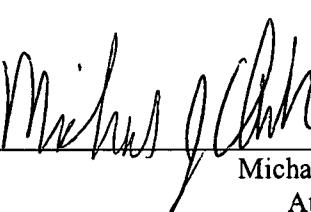
Enter Judgment IN REM in the amount of \$11,506.13 in favor of the Plaintiff and against the

defendant(s), jointly and severally, for failure to file an answer to Plaintiff's Complaint in Mortgage

Foreclosure within 20 days from service thereof and assess Plaintiff's damages as follows and calculated

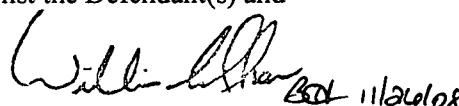
as stated in the Complaint:

Principal of mortgage debt due and unpaid	\$7,876.66
Interest at 8% from July 10, 2008 to November 24, 2008	
(138 days @ \$1.73 per diem)	\$238.74
Late charges (for certain months prior	
to default and every month after)	\$1,041.42
Property Inspections	\$42.00
Prior Servicer Fees	\$335.31
Appraisal Fees	\$222.00
Title Search Fees	\$250.00
Attorneys Fees	\$1,500.00
<b>TOTAL AMOUNT DUE</b>	<b>\$11,506.13</b>

BY: 

Michael J. Clark, Esquire  
Attorney for Plaintiff

AND NOW, judgment is entered in favor of the Plaintiff and against the Defendant(s) and  
damages are assessed as above in the sum of \$11,506.13.



Pro. Prothy.

07-28863

*S*  
**FILED** Atty pd.  
m/15/08 2008 20.00  
NOV 26 2008 Notice to Def.  
LJ Statement  
William A. Shaw to Atty  
Prothonotary/Clerk of Courts

SHAPIRO & KREISMAN, LLC

BY: ILANA ZION, ESQ.

ATTORNEY I.D. NO. 87137

3600 HORIZON DRIVE, SUITE 150

KING OF PRUSSIA, PA 19406

TELEPHONE: (610) 278-6800

S & K FILE NO. 07-28863

HSBC Bank USA, N.A., as Trustee on behalf of ACE Securities Corp. Home Equity Loan Trust and for the registered holders of ACE Securities Corp. Home Equity Loan Trust, Series 2005-SD2, Asset Backed Pass-Through Certificates

PLAINTIFF

VS.

Angel S. Shadowolf a/k/a Angel Lee Shantay  
Shadowolf f/k/a Brenda Hollabaugh

DEFENDANT(S)

STATE OF: Florida

COUNTY OF: Orange

AFFIDAVIT OF NON-MILITARY SERVICE

THE UNDERSIGNED being duly sworn, states that he/she is over the age of eighteen years and competent to make this affidavit and the following averments are based upon investigations made and records maintained either as Plaintiff or servicing agent of the Plaintiff and that the above-captioned Defendants' last known address is as set forth in the caption and they are not in the Military or Naval Service of the United States of America or its Allies as defined in the Soldiers and Sailors Civil Relief Act of 1940, as amended.

Ocwen Loan Servicing, LLC on behalf of HSBC Bank USA, N.A., as Trustee on behalf of ACE Securities Corp. Home Equity Loan Trust and for the registered holders of ACE Securities Corp. Home Equity Loan Trust, Series 2005-SD2, Asset Backed Pass-Through Certificates

By:

Jessica Dybas

NAME: Jessica Dybas

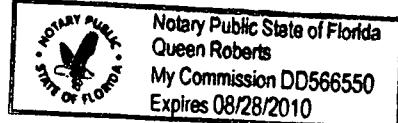
TITLE: Foreclosure Facilitator

Sworn to and subscribed before me this 5th day of March 2007.

Queen Roberts

, Notary Public

07-28863



ORV

SHAPIRO & KREISMAN, LLC  
BY: ILANA ZION, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 87137  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 07-28863

HSBC Bank USA, N.A., as Trustee on behalf  
of ACE Securities Corp. Home Equity Loan  
Trust and for the registered holders of ACE  
Securities Corp. Home Equity Loan Trust,  
Series 2005-SD2, Asset Backed Pass-  
Through Certificates

PLAINTIFF

VS.

Angel S. Shadowolf a/k/a Angel Lee Shantay  
Shadowolf f/k/a Brenda Hollabaugh  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 07-298-CD

CERTIFICATION OF MAILING NOTICE UNDER RULE 237.1

The undersigned hereby certifies that a Written Notice of Intention to File a Praeclipe  
for the Entry of Default Judgment was mailed to the defendant (s) and to his, her, their  
attorney of record, if any, after the default occurred and at least (10) days prior to the date of  
the filing of the Praeclipe. Said Notice was sent on the date set forth in the copy of said Notice  
attached hereto, April 17, 2007 to the following Defendants:

Angel S. Shadowolf a/k/a Angel Lee Shantay Shadowolf f/k/a Brenda Hollabaugh  
RD 1 Box 80  
West Decatur, PA 16878



Angela D'Antonio, Legal Assistant  
to Ilana Zion, Esquire for  
Shapiro & Kreisman, LLC

SHAPIRO & KREISMAN, LLC  
BY: ILANA ZION, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 87137  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 07-28863

HSBC Bank USA, N.A., as Trustee on behalf  
of ACE Securities Corp. Home Equity Loan  
Trust and for the registered holders of ACE  
Securities Corp. Home Equity Loan Trust,  
Series 2005-SD2, Asset Backed Pass-  
Through Certificates

PLAINTIFF

VS.

Angel S. Shadowolf a/k/a Angel Lee Shantay  
Shadowolf f/k/a Brenda Hollabaugh

DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 07-298-CD

**NOTICE OF INTENTION TO TAKE DEFAULT**  
**UNDER Pa.R.C.P. 237.1**  
**IMPORTANT NOTICE**

TO: Angel S. Shadowolf a/k/a Angel Lee Shantay Shadowolf f/k/a Brenda Hollabaugh  
DATE OF NOTICE: April 17, 2007

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a Judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to 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:

Clearfield County Lawyer Referral Service  
Court Administrator, Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
814-765-2641 ext.5982

**PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED  
THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO  
COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT  
PURPOSE.**

## NOTIFICACION IMPORTANTE

Usted se encuentra en estado de rebeldia por no haber tomado la accion requerida de su parte en este caso. Al no tomar la accion debida dentro de un termino de diez (10) dias de la fecha de esta notificacion, el tribuna podra, sin necesidad de compararecer usted in corte o escuchar preuba alguna, dictar sentencia en su contra. Usted puede perder bienes y otros derechos importantes. Debe llevar esta notificacion a un abogado immediatamente. Si usted no tiene abogado o si no tiene dinero suficiente para tal servicio, vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal:

Clearfield County Lawyer Referral Service  
Court Administrator, Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
814-765-2641 ext.5982

**PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

**PERSONS TO WHOM RULE 237.1 NOTICE SENT TO:**

Angel S. Shadowolf a/k/a Angel Lee Shantay Shadowolf f/k/a Brenda Hollabaugh  
RD 1 Box 80  
West Decatur, PA 16878

  
\_\_\_\_\_  
Ilana Zion, Esquire  
Shapiro & Kreisman, LLC  
Attorney for Plaintiff

SHAPIRO & DeNARDO, LLC  
BY: MICHAEL J. CLARK, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 202929  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & D FILE NO. 07-28863

HSBC Bank USA, N.A., as Trustee on behalf  
of ACE Securities Corp. Home Equity Loan  
Trust and for the registered holders of ACE  
Securities Corp. Home Equity Loan Trust,  
Series 2005-SD2, Asset Backed Pass-  
Through Certificates

PLAINTIFF

vs.

Angel S. Shadowolf a/k/a Angel Lee Shantay  
Shadowolf f/k/a Brenda Hollabaugh  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:07-298-CD

#### CERTIFICATE OF SERVICE

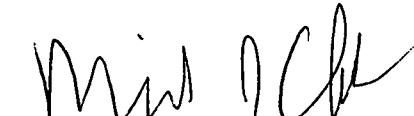
I, Michael J. Clark, Esquire, Attorney for the Plaintiff, hereby certify that I have served  
by first class mail, postage prepaid, true and correct copies of the attached papers upon the  
following person(s) or their attorney of record:

Angel S. Shadowolf a/k/a Angel Lee Shantay Shadowolf f/k/a Brenda Hollabaugh  
RD 1 Box 80  
West Decatur, PA 16878

Date mailed: 11/28/08

SHAPIRO & DENARDO, LLC

BY:

  
Michael J. Clark, Esquire  
Attorney for Plaintiff

07-28863

SHAPIRO & DeNARDO, LLC  
BY: MICHAEL J. CLARK, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 202929  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & D FILE NO. 07-28863

HSBC Bank USA, N.A., as Trustee on behalf  
of ACE Securities Corp. Home Equity Loan  
Trust and for the registered holders of ACE  
Securities Corp. Home Equity Loan Trust,  
Series 2005-SD2, Asset Backed Pass-  
Through Certificates

PLAINTIFF

vs.

Angel S. Shadowolf a/k/a Angel Lee Shantay  
Shadowolf f/k/a Brenda Hollabaugh

DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:07-298-CD

#### CERTIFICATION OF ADDRESS

I hereby certify that the correct address of the judgment creditor (Plaintiff) is:

HSBC Bank USA, N.A., as Trustee on behalf of ACE Securities Corp. Home Equity Loan Trust  
and for the registered holders of ACE Securities Corp. Home Equity Loan Trust, Series 2005-  
SD2, Asset Backed Pass-Through Certificates

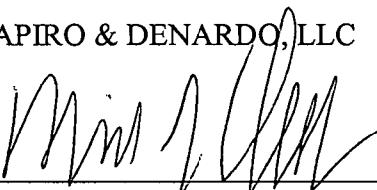
12650 Ingenuity Drive  
Orlando Florida, 32826

and that the last known address of the judgment debtor Defendant is:

Angel S. Shadowolf a/k/a Angel Lee Shantay Shadowolf f/k/a Brenda Hollabaugh  
RD 1 Box 80  
West Decatur, PA 16878

SHAPIRO & DENARDO, LLC

BY:

  
Michael J. Clark, Esquire  
Attorney for Plaintiff

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS

Michelle Bouler  
Prothonotary

COPY

TO: Angel S. Shadowolf a/k/a Angel Lee Shantay Shadowolf f/k/a Brenda Hollabaugh  
RD 1 Box 80  
West Decatur, PA 16878

HSBC Bank USA, N.A., as Trustee on behalf  
of ACE Securities Corp. Home Equity Loan  
Trust and for the registered holders of ACE  
Securities Corp. Home Equity Loan Trust,  
Series 2005-SD2, Asset Backed Pass-  
Through Certificates

PLAINTIFF

vs.

Angel S. Shadowolf a/k/a Angel Lee Shantay  
Shadowolf f/k/a Brenda Hollabaugh

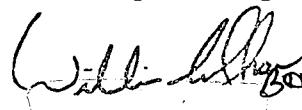
DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:07-298-CD

**NOTICE**

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

  
11/26/08  
Prothonotary

- Judgment by Default
- Judgment for Possession
- Judgment on Award of Arbitration
- Judgment on Verdict
- Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:  
ATTORNEY MICHAEL J. CLARK, ESQUIRE AT (610) 278-6800.

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

COPY

HSBC Bank USA, N.A.  
ACE Securities Corp. Home Equity Loan Trust  
Plaintiff(s)

No.: 2007-00298-CD

Real Debt: \$11,506.13

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

Angel S. Shadowolf  
Defendant(s)

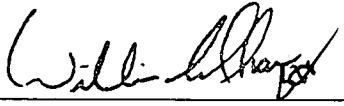
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 26, 2008

Expires: November 26, 2013

Certified from the record this 26th day of November, 2008.

  
\_\_\_\_\_  
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

HSBC Bank USA, N.A., as Trustee on  
behalf of ACE Securities Corp. Home  
Equity Loan Trust and for the registered  
holders of ACE Securities Corp. Home  
Equity Loan Trust, Series 2005-SD2, Asset  
Backed Pass-Through Certificates  
Plaintiff

vs.

Angel S. Shadowolf a/k/a Angel Lee  
Shantay Shadowolf f/k/a Brenda Hollabaugh  
Defendant

IN THE COURT OF COMMON PLEAS  
OF  
CLEARFIELD COUNTY  
No. 07-298-CD

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

To The Prothonotary:

Issue Writ of Execution in the above matter:

Amount Due	\$11,506.13
Interest from November 25, 2008 to	

(Costs to be added)

Prothonotary costs

125.00

Michael J. Clark, Esquire, Attorney for Plaintiff

5  
FILED Atty pd. 20.00  
11/2/08  
NOV 26 2008  
ICE @ 6 wnts  
Wl prop. desc. to Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts

No: 07-298-CD

**FILED**  
IN THE COURT OF COMMON PLEAS  
OF  
CLEARFIELD COUNTY

NOV 26 2008

William A. Shaw  
Prothonotary/Clerk of Courts

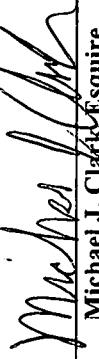
HSBC Bank USA, N.A., as Trustee on behalf of  
ACE Securities Corp. Home Equity Loan Trust and  
for the registered holders of ACE Securities Corp.  
Home Equity Loan Trust, Series 2005-SD2, Asset  
Backed Pass-Through Certificates, Plaintiff

VS

Angel S. Shadowolf a/k/a Angel Lee Shantay  
Shadowolf f/k/a Brenda Hollabaugh, Defendant  
RD 1 Box 80  
West Decatur, PA 16878

**PRAECLPICE FOR WRIT OF  
EXECUTION  
{Mortgage Foreclosure}**

Filed:

  
Michael J. Clark, Esquire  
Plaintiff's Attorney

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

SS

*COPY*

HSBC Bank USA, N.A., as Trustee on behalf of  
ACE Securities Corp. Home Equity Loan Trust and  
for the registered holders of ACE Securities Corp.  
Home Equity Loan Trust, Series 2005-SD2, Asset  
Backed Pass-Through Certificates

PLAINTIFF

No: 07-298-CD

VS.

WRIT OF EXECUTION:

MORTGAGE FORECLOSURE

Angel S. Shadowolf a/k/a Angel Lee Shantay  
Shadowolf f/k/a Brenda Hollabaugh  
DEFENDANT(S)

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:

RD 1 Box 80  
West Decatur, PA 16878  
See attached legal

NOTE: Description of property may be included in, or attached to the Writ.

Amount Due	
	\$11,506.13

Interest from November 25, 2008 to

Costs to be added **Prothonotary costs** 125.00

Seal of Court

*Willie L. Hansen*  
PROTHONOTARY

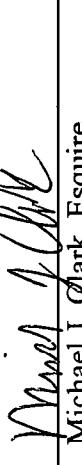
Date: 11/26/08

Deputy Prothonotary

No: 07-298-CD

HSBC Bank USA, N.A., as Trustee on behalf of  
ACE Securities Corp. Home Equity Loan Trust and  
for the registered holders of ACE Securities Corp.  
Home Equity Loan Trust, Series 2005-SD2, Asset  
Backed Pass-Through Certificates

vs.

Angel S. Shadowolf a/k/a Angel Lee Shantay  
Shadowolf f/k/a Brenda Hollabaugh  
RD 1 Box 80  
West Decatur, PA 16878  
  
\_\_\_\_\_  
Michael J. Clark, Esquire

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

Michael J. Clark, Esquire, Attorney  
**SHAPIRO & DENARDO, LLC**  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BOGGS IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 01/28/1998 AND RECORDED 02/19/1998, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1908 AND PAGE 561.

BEING the same premises which John Elmer Gray and Doxie Gray husband and wife, by Deed dated January 28th 1998 and recorded in the Clearfield County Recorder of Deeds Office on February 19, 1998 in Deed Book 1908, Page 564, granted and conveyed unto Angek Lee Shantay Shadowolf (formerly known as Brenda Hollabaugh).

ADDRESS: Box 14 West Decater PA, 16878

PARCEL TD NO: 105-10-70

SHAPIRO & DeNARDO, LLC  
BY: MICHAEL J. CLARK, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 202929  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & D FILE NO. 07-28863

HSBC Bank USA, N.A., as Trustee on behalf  
of ACE Securities Corp. Home Equity Loan  
Trust and for the registered holders of ACE  
Securities Corp. Home Equity Loan Trust,  
Series 2005-SD2, Asset Backed Pass-  
Through Certificates

PLAINTIFF

vs.

Angel S. Shadowolf a/k/a Angel Lee Shantay  
Shadowolf f/k/a Brenda Hollabaugh

DEFENDANTS

S  
FILED NO CC  
M 11:42 AM  
NOV 26 2008  
LM  
William A. Shaw  
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 07-298-CD

**AFFIDAVIT PURSUANT TO RULE 3129.1**

HSBC Bank USA, N.A., as Trustee on behalf of ACE Securities Corp. Home Equity  
Loan Trust and for the registered holders of ACE Securities Corp. Home Equity Loan Trust,  
Series 2005-SD2, Asset Backed Pass-Through Certificates, Plaintiff in the above action, sets  
forth, as of the date the praecipe for the writ of execution was filed, the following information  
concerning the real property located at RD 1 Box 80, West Decatur, PA 16878.

1. Name and address of Owner(s) or Reputed Owner(s)

Angel S. Shadowolf a/k/a Angel Lee Shantay Shadowolf f/k/a Brenda Hollabaugh  
RD 1 Box 80  
West Decatur, PA 16878

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

Angel S. Shadowolf a/k/a Angel Lee Shantay Shadowolf f/k/a Brenda Hollabaugh  
RD 1 Box 80  
West Decatur, PA 16878

3. 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., as Trustee on behalf of ACE Securities Corp. Home Equity Loan Trust  
and for the registered holders of ACE Securities Corp. Home Equity Loan Trust, Series 2005-  
SD2, Asset Backed Pass-Through Certificates

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

HSBC Bank USA, N.A., as Trustee on behalf of ACE Securities Corp. Home Equity Loan Trust and for the registered holders of ACE Securities Corp. Home Equity Loan Trust, Series 2005-SD2, Asset Backed Pass-Through Certificates, Plaintiff  
PA Housing Finance Agency  
2101 N. Front Street  
Harrisburg PA, 17110

5. Name and address of every other person who has any record lien on the property:  
NONE

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

Clearfield County Domestic Relations  
230 East Market Street  
Clearfield, PA 16830

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

TENANT OR OCCUPANT  
RD 1 Box 80  
West Decatur, PA 16878

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

SHAPIRO & DENARDO, LLC

BY:

Michael J. Clark, Esquire

07-28863

SHAPIRO & DeNARDO, LLC  
BY: MICHAEL J. CLARK, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 202929  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & D FILE NO. 07-28863

HSBC Bank USA, N.A., as Trustee on behalf  
of ACE Securities Corp. Home Equity Loan  
Trust and for the registered holders of ACE  
Securities Corp. Home Equity Loan Trust,  
Series 2005-SD2, Asset Backed Pass-Through  
Certificates

PLAINTIFF

VS.

Angel S. Shadowolf a/k/a Angel Lee Shantay  
Shadowolf f/k/a Brenda Hollabaugh

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 07-298-CD

FILED NO  
M 12 57 61 CC  
FEB 12 2009 (61)

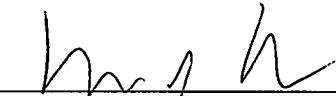
William A. Shaw  
Prothonotary/Clerk of Courts

**SUGGESTION OF BANKRUPTCY**

TO THE PROTHONOTARY:

It is hereby suggested of record that Angel S. Shadowolf a/k/a Angel Lee Shantay  
Shadowolf f/k/a Brenda Hollabaugh Defendant(s) in the above captioned case has filed a Chapter  
13 bankruptcy case number 09-70099 filed on January 30, 2009 in the Western District of  
Pennsylvania and the above captioned Action in Mortgage Foreclosure is accordingly stayed  
during the pendency of the Bankruptcy.

BY:

  
Michael J. Clark, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20893  
NO: 07-298-CD

PLAINTIFF: HSBC BANK USA, N.A., AS TRUSTEE ON BEHALF OF ACE SECURITIES CORP. HOME EQUITY LOAN TRUST AND FOR THE REGISTERED HOLDERS OF ACE SECURITIES CORP. HOME EQUITY LOAN TRUST, SERIES 2005-SD2, ASSET BACKED PASS-THROUGH

VS.

DEFENDANT: ANGEL S. SHADOWOLF A/K/A ANGEL LEE SHANTAY SHADOWOLF F/K/A BRENDA HOLLOABAUGH

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 11/26/2008

LEVY TAKEN 1/2/2009 @ 10:30 AM

POSTED 1/2/2009 @ 10:30 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 3/27/2009

DATE DEED FILED NOT SOLD

S FILED

MAR 27 2009  
0 1 2:30 PM  
William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

1/5/2009 @ 10:38 AM SERVED ANGEL S. SHADOWOLF A/K/A ANGEL LEE SHANTAY SHADOWOLF  
SERVED ANGEL S. SHADOWOLF A/K/A ANGEL LEE SHANTAY SHADOWOLF F/K/A BRENDA HOLLOABAUGH, DEFENDANT, AT HER  
RESIDENCE 1483 HILLTOP ROAD, WEST DECATUR, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ANGEL S. SHADOWOLF

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, FEBRUARY 6, 2009 CANCELED ADVERTISING WITH PROGRESS AND LEGAL JOURNAL

@ SERVED

NOW, FEBRUARY 6, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR  
MARCH 6, 2009 DUE TO BANKRUPTCY FILING AND RETURN THE WRIT TO THE PROTHONOTARY.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20893

NO: 07-298-CD

PLAINTIFF: HSBC BANK USA, N.A., AS TRUSTEE ON BEHALF OF ACE SECURITIES CORP. HOME EQUITY LOAN TRUST AND FOR THE REGISTERED HOLDERS OF ACE SECURITIES CORP. HOME EQUITY LOAN TRUST, SERIES 2005-SD2, ASSET BACKED PASS-THROUGH

VS.

DEFENDANT: ANGEL S. SHADOWOLF A/K/A ANGEL LEE SHANTAY SHADOWOLF F/K/A BRENDA HOLLOABAUGH

Execution REAL ESTATE

**SHERIFF RETURN**

SHERIFF HAWKINS \$193.65

SURCHARGE \$20.00 PAID BY PLAINTIFF

So Answers,

*Chester A. Hawkins*  
by Amherst Butler-Clayhance  
Chester A. Hawkins  
Sheriff

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

SS

HSBC Bank USA, N.A., as Trustee on behalf of  
ACE Securities Corp. Home Equity Loan Trust and  
for the registered holders of ACE Securities Corp.  
Home Equity Loan Trust, Series 2005-SD2, Asset  
Backed Pass-Through Certificates

PLAINTIFF

No: 07-298-CD

VS.

WRIT OF EXECUTION:

MORTGAGE FORECLOSURE

Angel S. Shadowolf a/k/a Angel Lee Shantay  
Shadowolf f/k/a Brenda Hollabaugh  
DEFENDANT(S)

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:

RD 1 Box 80  
West Decatur, PA 16878

See attached legal

NOTE: Description of property may be included in, or attached to the Writ.

Amount Due \$11,506.13

Interest from November 25, 2008 to \_\_\_\_\_

Costs to be added

Prothonotary costs 125.00

Seal of Court

Will Shaffer PROTHONOTARY

Date: 11/26/08

Deputy Prothonotary

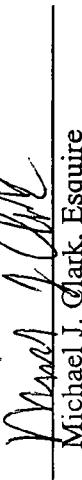
Received this writ this 26<sup>th</sup> day  
of November A.D. 2008  
At 3:00 A.M./P.M.

Chester A. Kuehne  
Sheriff by Cynthia Butler - Deputy

No: 07-298-CD

HSBC Bank USA, N.A., as Trustee on behalf of  
ACE Securities Corp. Home Equity Loan Trust and  
for the registered holders of ACE Securities Corp.  
Home Equity Loan Trust, Series 2005-SD2, Asset  
Backed Pass-Through Certificates

vs.

Angel S. Shadowolf a/k/a Angel Lee Shantay  
Shadowolf f/k/a Brenda Hollabaugh  
RD 1 Box 80  
West Decatur, PA 16878  
  
\_\_\_\_\_  
Michael J. Clark, Esquire

**WRIT OF EXECUTION**

**(MORTGAGE FORECLOSURE)**

Michael J. Clark, Esquire, Attorney  
SHAPIRO & DENARDO, LLC  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406

Ycb \_\_\_\_\_ eight five eight five bevier  
\_\_\_\_\_  
A.D. \_\_\_\_\_ 61  
\_\_\_\_\_  
A.W.M. \_\_\_\_\_ VJ

filed

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BOGGS IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 01/28/1998 AND RECORDED 02/19/1998, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1908 AND PAGE 561.

BEING the same premises which John Elmer Gray and Doxie Gray husband and wife, by Deed dated January 28th 1998 and recorded in the Clearfield County Recorder of Deeds Office on February 19, 1998 in Deed Book 1908, Page 564, granted and conveyed unto Angek Lee Shantay Shadowolf (formerly known as Brenda Hollabaugh).

ADDRESS: Box 14 West Decater PA, 16878

PARCEL TD NO: 105-10-70

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME ANGEL S. SHADOWOLF A/K/A ANGEL LEE SHANTAY SHADOWO NO.  
07-298-CD

NOW, March 27, 2009, 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 Angel S. Shadowolf A/K/A Angel Lee Shantay Shadowolf F/K/A Brenda Holloabaugh 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	12.87
LEVY	15.00
MILEAGE	12.87
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.04
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	12.87
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>\$193.65</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	11,506.13
INTEREST @	0.00
FROM TO	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	20.00
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$11,526.13</b>

**COSTS:**

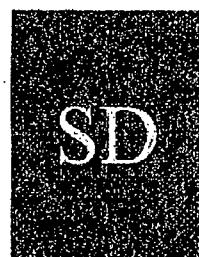
ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	193.65
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$318.65</b>

**DEED COSTS:**

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

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

CHESTER A. HAWKINS, Sheriff



## SHAPIRO & DENARDO, LLC

ATTORNEYS AT LAW

3600 Horizon Drive, Suite 150, King of Prussia, Pennsylvania 19406

Tel: (610) 278-6800, Fax: (610) 278-9980

GERALD AL SHAPIRO  
Admitted in Illinois and Florida Only  
DAVID S. KREISMAN  
Admitted in Illinois Only  
CHRISTOPHER A. DENARDO  
Managing Partner  
DANIELLE B. HOYLE-EBERSOLE  
MICHAEL J. CLARK  
LUANA ZION  
LESLIE ERASE  
- Also Licensed in New Jersey

February 6, 2009

VIA FAXSIMILE: 814-765-5915  
Office of the Sheriff of Clearfield County  
Attn: Cindy

Re: HSBC Bank USA, N.A., as Trustee on behalf of ACE Securities Corp. Home Equity  
Loan Trust and for the registered holders of ACE Securities Corp. Home Equity  
Loan Trust, Series 2005-SD2, Asset Backed Pass-Through Certificates vs. Angel S.  
Shadowolf a/k/a Angel Lee Shanay Shadowolf f/k/a Brenda Hollabaugh  
C.P. #07-298-CD  
Sale Date: March 6, 2009  
Our File #07-28863

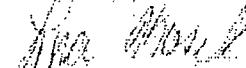
Dear Cindy:

Kindly stay the sale scheduled for the above-referenced case due to the filing of a  
Chapter 13 bankruptcy case number 09-70099 filed on January 30, 2009 in the Western  
District of Pennsylvania. No monies were received.

In order for our company to properly bill our clients, would you kindly take sometime out  
to send us the refund or the amount due and owing. Please return the writ to the  
prothonotary.

Thank you for your anticipated cooperation. If you have any questions or problems,  
please do not hesitate to contact me directly.

Very truly yours,

  
Lisa Kosik  
Foreclosure Department

S (I) FILED *cc Atty Wapner*  
2 AUG 28, 2015  
01/11/2015  
BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS

Phelan Hallinan Diamond & Jones, LLP  
PETER WAPNER, Esq., Id. No.318263  
1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103  
peter.wapner@phelanhallinan.com  
215-563-7000

Attorney for Plaintiff

HSBC BANK USA, N.A., AS TRUSTEE ON BEHALF OF ACE SECURITIES CORP. HOME EQUITY LOAN TRUST AND FOR THE REGISTERED HOLDERS OF ACE SECURITIES CORP. HOME EQUITY LOAN TRUST, SERIES 2005-SD2, ASSET BACKED PASS-THROUGH CERTIFICATES  Plaintiff	:	Court of Common Pleas
	:	Civil Division
	:	CLEARFIELD County
	:	No. 07-298-CD
v.	:	
ANGEL S. SHADOWOLF F/K/A BRENDA HOLLABAUGH A/K/A ANGEL LEE SHANTAY SHADOWOLF Defendant(s)	:	

PRAECIPE

TO THE PROTHONOTARY:

- Please withdraw the complaint and mark the action discontinued and ended without prejudice.
- Please mark the above referenced case settled, discontinued and ended.
- Please Vacate the judgment entered and mark the action discontinued and ended without prejudice.
- Please mark the in rem judgment satisfied and the action discontinued and ended.
- Please vacate the judgment.

PHELAN HALLINAN DIAMOND & JONES, LLP

Date: 6/17/14 By:

PETER WAPNER, Esq., Id. No.318263  
Attorney for Plaintiff

Phelan Hallinan Diamond & Jones, LLP  
PETER WAPNER, Esq., Id. No.318263  
1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103  
peter.wapner@phelanhallinan.com  
215-563-7000

Attorney for Plaintiff

HSBC BANK USA, N.A., AS TRUSTEE ON BEHALF  
OF ACE SECURITIES CORP. HOME EQUITY LOAN  
TRUST AND FOR THE REGISTERED HOLDERS OF  
ACE SECURITIES CORP. HOME EQUITY LOAN  
TRUST, SERIES 2005-SD2, ASSET BACKED PASS-  
THROUGH CERTIFICATES

Plaintiff

: Court of Common Pleas  
: Civil Division  
: CLEARFIELD County  
: No. 07-298-CD

v.

ANGEL S. SHADOWOLF  
F/K/A BRENDA HOLLABAUGH  
A/K/A ANGEL LEE SHANTAY SHADOWOLF  
Defendant(s)

#### CERTIFICATION OF SERVICE

I hereby certify true and correct copies of the foregoing Plaintiff's Praeclipe was served by regular mail to the person(s) on the date listed below:

ANGEL S. SHADOWOLF  
F/K/A BRENDA HOLLABAUGH  
A/K/A ANGEL LEE SHANTAY SHADOWOLF  
1483 HILLTOP ROAD  
A/K/A RD 1 BOX 80  
WEST DECATUR, PA 16878

Date: 8/27/14

By: PETER WAPNER

PHELAN HALLINAN DIAMOND & JONES, LLP

PETER WAPNER, Esq., Id. No.318263  
Attorney for Plaintiff