

07-493-CD  
Household Fin. Vs M. Leigey et al

2007-493-CD  
Household Finance vs. Melanie Leigey et al

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Household Finance Consumer Discount Company  
5701 East Hillsborough Avenue  
Tampa, FL 33610

v.

Melanie Leigey a/k/a Melanie M. Leigey a/k/a  
Melanie M. Sipe  
723 McBride Street  
Clearfield, PA 16830  
and  
Christopher Leigey  
723 McBride Street  
Clearfield, PA 16830

Clearfield County  
Court of Common Pleas

Number 2007-493-C0

FILED *10:00 AM*

MAR 29 2007  
m 1 ~~10:00 AM~~  
William A. Shaw  
Prothonotary/Clerk of Courts

2 CENTS TO SHFT

1 CENT TO ATTYS

### 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

Dave Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
814-765-2641 x 5982

#### AVISO

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

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMACION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGUN HONORARIO.

Dave Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
814-765-2641 x 5982

**McCABE, WEISBERG AND CONWAY, P.C.**

BY:    TERRANCE J. McCABE, ESQUIRE - ID # 16496  
      MARC S. WEISBERG, ESQUIRE - ID # 17616  
      EDWARD D. CONWAY, ESQUIRE - ID # 34687  
      MARGARET GAIRO, ESQUIRE - ID # 34419

**Attorneys for Plaintiff**

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
**(215) 790-1010**

Household Finance Consumer Discount Company  
5701 East Hillsborough Avenue  
Tampa, FL 33610

Clearfield County  
Court of Common Pleas

v.

Melanie Leigey a/k/a Melanie M. Leigey a/k/a  
Melanie M. Sipe  
723 McBride Street  
Clearfield, PA 16830  
and  
Christopher Leigey  
723 McBride Street  
Clearfield, PA 16830

Number

**CIVIL ACTION/MORTGAGE FORECLOSURE**

1. Plaintiff is Household Finance Consumer Discount Company, a corporation duly organized and doing business at the above captioned address.
2. The Defendant is Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 723 McBride Street, Clearfield, PA 16830.
3. The Defendant is Christopher Leigey, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 723 McBride Street, Clearfield, PA 16830.
4. On 05/13/2004, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to MERS, Inc as Nominee for Decision One Mortgage Company, LLC which mortgage

is recorded in the Office of the Recorder of Clearfield County in Mortgage Book Instrument #200408152,

Page .

5. The aforesaid mortgage was thereafter assigned by MERS, Inc as Nominee for Decision One Mortgage Company, LLC to Household Finance Consumer Discount Company, Plaintiff herein, by Assignment of Mortgage which will be duly recorded in the Office of the Recorder of Clearfield County.

6. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known 723 McBride Street, Clearfield, PA 16830.

7. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 07/23/2006 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

8. The following amounts are due on the mortgage:

Principal Balance	\$ 53,997.68
Interest through 01/31/2007	\$ 2,605.88
(Plus \$ 11.82 per diem thereafter)	
Attorney's Fee	\$ 2,699.88
Late Charges	\$ 161.20
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 59,797.14

9. 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 based on work actually performed.

10. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendants by regular mail with a certificate of mailing and by certified mail, return receipt requested.

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$59,797.14, together with interest at the rate of \$11.82 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

McCABE, WEISBERG AND CONWAY, P.C.

BY: Margaret Gairo

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

**VERIFICATION**

The undersigned attorney hereby certifies that he/she is the Attorney for the Plaintiff in the within action, and that he/she is authorized to make this verification and that the foregoing facts based on the information from the Plaintiff, who is not available to sign this, are true and correct to the best of his/her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsification to authorities.

**McCABE, WEISBERG AND CONWAY, P.C.**

BY: Margaret Gairo  
Attorneys for Plaintiff  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE

Orion 16636

After Recording Return To:

Decision One Mortgage Company, LLC  
6060 J.A. Jones Drive, Suite 1000  
Charlotte, North Carolina 28287

— [Space Above This Line For Recording Data] —

Loan Number 2030040494860  
MIN: 100077910002011159

## MORTGAGE

### DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated **MAY 13, 2004**, together with all Riders to this document.
- (B) "Borrower" is **MELANIE LEIGEY AND CHRISTOPHER LEIGEY**. 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.
- (D) "Lender" is **Decision One Mortgage Company, LLC**. Lender is a **LIMITED LIABILITY COMPANY** organized and existing under the laws of **NORTH CAROLINA**. Lender's address is **6060 J.A. JONES DRIVE, SUITE 1000, CHARLOTTE, NORTH CAROLINA 28287**.
- (E) "Note" means the promissory note signed by Borrower and dated **MAY 13, 2004**. The Note states that Borrower owes Lender **FIFTY-FIVE THOUSAND AND 00/100ths Dollars (U.S.\$55,000.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **MAY 23, 2034**.
- (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.

*ml cl.*

Family Equity M

T Form 3039 1/01 (page 1 of 14 pages)

Exhibit A

# *First American Title Insurance Company*

Commitment No. 16636

## **SCHEDULE C** **Legal Description**

**ALL THAT CERTAIN** lot or piece of land situate in the Third Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

**BEGINNING** at a point on the north side of McBride Street, one hundred (100) feet west from the corner of McBride Street and a ten (10) foot alley, which point is the southeast corner of the lot hereby conveyed, and the southwest corner of a lot, formerly conveyed by Harry L. Carter, a former grantor, to Roxie Carter; thence along the line of the lot formerly the property of Roxie Carter in a northerly direction two hundred (200) feet, more or less, to the line of land now or formerly of R. H. Shaw; thence along the line of R. H. Shaw, eighty-five (85) feet, more or less, in a westerly direction to land now or formerly of the Guelich Estate; thence along said Guelich Estate lands in a southerly direction, two hundred (200) feet, more or less, to McBride Street; thence along McBride Street in an easterly direction, ninety-one (91) feet, more or less, to the place of **BEGINNING**.

(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 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"/> Other(s) [specify]
<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Biweekly Payment Rider	

(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.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As 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 of CLEARFIELD :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE ATTACHED SCHEDULE "A"

*rex cl*

Tax Parcel Identification Number: 4.3-K08-212-58

which currently has the address of 723 MCBRIDE STREET

[Street]

CLEARFIELD, Pennsylvania 16830 ("Property Address");

[City]

[Zip Code]

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

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

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds.

WL CL

Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

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

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

*DL C.L.*

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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

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

*WL CL*

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

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

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

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

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

A handwritten signature consisting of a stylized 'A' and 'C'.

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

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

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

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

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

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

 C.L.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

CL.

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

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

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

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

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

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one



designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

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

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

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

*JDL Ch.*

**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.

 Ch.

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.

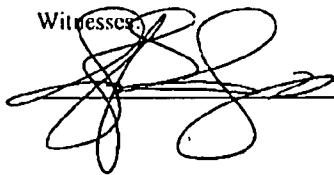
26. **Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

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.

 CL

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:



  
MELANIE LEIGEY (Seal)  
-Borrower

  
CHRISTOPHER LEIGEY (Seal)  
-Borrower

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

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

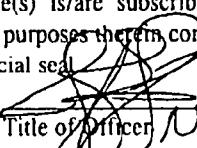
STATE OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

)  
)

On this, the 13 day of May, 2004, before me, the undersigned officer, personally appeared MELANIE LEIGEY AND CHRISTOPHER LEIGEY, 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 therein contained.

In witness whereof, I hereunto set my hand and official seal  
(Seal)

Notarial Seal  
Jennifer L. Jennings, Notary Public  
Bellefonte Boro, Centre County  
My Commission Expires Jan. 10, 2007  
Member, Pennsylvania Association of Notaries

  
Notary Public  
Title of Officer  
My Commission Expires: 1-10-2007  
Typed or printed name: Jennifer L. Jennings

CERTIFICATE OF RESIDENCE I, KDG do hereby certify that the correct address of the within-named lender is 6060 J.A. JONES DRIVE, SUITE 1000, CHARLOTTE, NORTH CAROLINA 28287, witness my hand this 13th day of May, 2004.

KDG  
Agent of Lender

86064548

# CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder  
Maurene Inlow - Chief Deputy

P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**

Instrument Number - 200408152  
Recorded On 5/21/2004 At 1:01:27 PM

ORION ABSTRACT INC

\* Instrument Type - MORTGAGE

\* Total Pages - 16

Invoice Number - 111212

\* Mortgagor - LEIGEY, MELANIE

\* Mortgagee - MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC.

\* Customer - ORION ABSTRACT INC

\* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$35.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$50.50

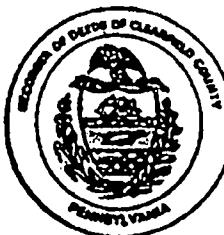
I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.

DEED LABEL : HFSJ83

LEIGEY, MELANIE \$55,000.00  
Investor Name  
Household Mortgage Serv

Status

Sold



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

**Do Not Detach**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419  
FRANK DUBIN, ESQUIRE - ID # 19280  
BONNIE DAHL, ESQUIRE - ID # 79294  
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorneys for Plaintiff

FILED *Atty pd.  
MAY 1 2007 20.00  
ccs*  
MAY 31 2007

Notice to  
William A. Shaw  
Prothonotary/Clerk of Courts  
Def.

Statement  
to Atty

*GR*

Household Finance Consumer Discount Company  
Plaintiff

v.  
Melanie Leigey a/k/a Melanie M. Leigey a/k/a  
Melanie M. Sipe and Christopher Leigey  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Number 2007-493-CD

**ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter judgment by default in favor of Plaintiff and against Defendants, Melanie Leigey  
a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe and Christopher Leigey in the above-captioned  
matter for failure to answer Complaint as required by Pennsylvania Rules of Civil Procedure and  
assess damages as follows:

Principal	\$ 59,797.14
Interest 02/01/2007 to 05/31/2007 @ \$11.82 per diem	\$ 1,418.40
Costs	\$
Total	\$ 61,215.54 (plus costs and interest)

McCABE, WEISBERG, AND CONWAY, P.C.

BY: *[Signature]*

Attorneys for Plaintiff

ANDREW L. MARKOWITZ, ESQUIRE

AND NOW, this 31<sup>st</sup> day of May, 2007, Judgment is entered in favor of Plaintiff,  
Household Finance Consumer Discount Company, and against Defendants, Melanie Leigey a/k/a  
Melanie M. Leigey a/k/a Melanie M. Sipe and Christopher Leigey and damages are assessed in the  
amount of \$61,215.54, plus interest and costs.

BY THE PROTHONOTARY:

*[Signature]*

**McCABE, WEISBERG AND CONWAY, P.C.**  
**BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496**  
**MARC S. WEISBERG, ESQUIRE - ID # 17616**  
**EDWARD D. CONWAY, ESQUIRE - ID # 34687**  
**MARGARET GAIRO, ESQUIRE - ID # 34419**  
**FRANK DUBIN, ESQUIRE - ID # 19280**  
**BONNIE DAHL, ESQUIRE - ID # 79294**  
**ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009**  
**123 South Broad Street, Suite 2080**  
**Philadelphia, Pennsylvania 19109**  
**(215) 790-1010**

**Attorneys for Plaintiff**

Household Finance Consumer Discount Company  
Plaintiff  
v.  
Melanie Leigey a/k/a Melanie M. Leigey a/k/a  
Melanie M. Sipe and Christopher Leigey  
Defendants

**COURT OF COMMON PLEAS  
CLEARFIELD COUNTY**

Number 2007-493-CD

## **AFFIDAVIT OF NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA:  
SS.  
COUNTY OF PHILADELPHIA

The undersigned, being duly sworn according to law, deposes and says that the Defendants, Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe and Christopher Leigey, are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended; and that the Defendants, Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe and Christopher Leigey, are over eighteen (18) years of age, and reside as follows:

Melanie Leigey a/k/a Melanie M. Leigey      Christopher Leigey  
a/k/a Melanie M. Sipe      723 McBride Street  
723 McBride Street      Clearfield, PA 16830  
Clearfield, PA 16830

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 30<sup>th</sup> DAY  
OF MAY 2007

Susan M. B.  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Susan J. Markowitz, Notary Public  
City Of Philadelphia, Philadelphia County  
My Commission Expires Feb. 13, 2011

**McCABE, WEISBERG, AND CONWAY, P.C.**

BY: John

Atorneys for Plaintiff  
**TERRENCE J. McCABE, ESQUIRE**  
**MARC S. WEISBERG, ESQUIRE**  
**EDWARD D. CONWAY, ESQUIRE**  
**MARGARET GAIRO, ESQUIRE**  
**FRANK DUBIN, ESQUIRE**  
**BONNIE DAHL, ESQUIRE**  
**ANDREW J. MARKOWITZ, ESQUIRE**

ANDREW I. MARKOWITZ, ESQUIRE

**McCABE, WEISBERG AND CONWAY, P.C.**  
**BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496**  
**MARC S. WEISBERG, ESQUIRE - ID # 17616**  
**EDWARD D. CONWAY, ESQUIRE - ID # 34687**  
**MARGARET GAIRO, ESQUIRE - ID # 34419**  
**FRANK DUBIN, ESQUIRE - ID # 19280**  
**BONNIE DAHL, ESQUIRE - ID # 79294**  
**ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009**

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorneys for Plaintiff

Household Finance Consumer Discount  
Company  
Plaintiff

v.  
Melanie Leigey a/k/a Melanie M. Leigey a/k/a  
Melanie M. Sipe and Christopher Leigey  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Number 2007-493-CD

**AFFIDAVIT OF LAST-KNOWN MAILING ADDRESS OF DEFENDANTS**

I, Andrew L. Markowitz, Esquire, attorney for the Plaintiff in the within matter, being  
duly sworn according to law, hereby depose and say that the last-known mailing addresses of the  
Defendants are:

Melanie Leigey a/k/a Melanie M. Leigey a/k/a      Christopher Leigey  
Melanie M. Sipe  
723 McBride Street  
Clearfield, PA 16830

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 30<sup>th</sup> DAY  
OF MAY , 2007.

*Susan J. Markowitz*  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Susan J. Markowitz, Notary Public  
City Of Philadelphia, Philadelphia County  
My Commission Expires Feb. 13, 2011  
Member, Pennsylvania Association of Notaries

**McCABE, WEISBERG, AND CONWAY, P.C.**

BY:   
Attorneys for Plaintiff  
**TERRENCE J. McCABE, ESQUIRE**  
**MARC S. WEISBERG, ESQUIRE**  
**EDWARD D. CONWAY, ESQUIRE**  
**MARGARET GAIRO, ESQUIRE**  
**FRANK DUBIN, ESQUIRE**  
**BONNIE DAHL, ESQUIRE**  
**ANDREW L. MARKOWITZ, ESQUIRE**

**McCABE, WEISBERG AND CONWAY, P.C.**  
BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419  
FRANK DUBIN, ESQUIRE - ID # 19280  
BONNIE DAHL, ESQUIRE - ID # 79294  
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Household Finance Consumer Discount  
Company  
Plaintiff

v.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Number 2007-493-CD

Melanie Leigey a/k/a Melanie M. Leigey a/k/a  
Melanie M. Sipe and Christopher Leigey  
Defendants

**CERTIFICATION**

Andrew L. Markowitz, Esquire, attorney for Plaintiff, being duly sworn according to law, deposes and says that he deposited in the United States Mail a letter notifying the Defendants that judgment would be entered against them within ten (10) days from the date of said letter in accordance with Rule 237.5 of the Pennsylvania Rules of Civil Procedure. A copy of said letter is attached hereto and marked as Exhibit "A".

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 30<sup>th</sup> DAY

OF MAY 2007.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Susan J. Markowitz, Notary Public  
City Of Philadelphia, Philadelphia County  
My Commission Expires Feb. 13, 2011

Member, Pennsylvania Association of Notaries

**McCABE, WEISBERG, AND CONWAY, P.C.**

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

FRANK DUBIN, ESQUIRE

BONNIE DAHL, ESQUIRE

ANDREW L. MARKOWITZ, ESQUIRE

**OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS  
Clearfield County Courthouse, Clearfield, PA 16830**

**William A. Shaw  
Prothonotary**

May 18, 2007

To: Melanie Leigey a/k/a Melanie M. Leigey  
a/k/a Melanie M. Sipe  
723 McBride Street  
Clearfield, PA 16830

Household Finance Consumer Discount Company  vs. Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe and Christopher Leigey	Clearfield County Court of Common Pleas  Number 2007-493-CD
---	--

**NOTICE, RULE 237.5  
NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT**

**IMPORTANT NOTICE**

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

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

Dave Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA, 16830  
814-765-2641 x 5982

**NOTIFICACION IMPORTANTE**

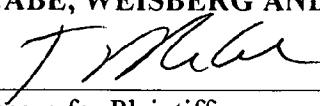
USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER PRESENTADO UNA COMPARCENCIA ESCRITA, YA SEA PERSONALMENTE O POR ABOGADO Y POR NO HABER RADICADO POR ESCRITO CON ESTE TRIBUNAL SUS DEFENSAS U OBJECCIONES A LOS RECLAMOS FORMULADOS EN CONTRA SUYO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE DIEZ (10) DIAS DE LA FECHA DE ESTA NOTIFICACION, EL TRIBUNAL PODRA, SIN NECESIDAD DE COMPARCER USTED EN CORTE U OIR PREUBA ALGUNA, DICTAR SENTENCIA EN SU CONTRA Y USTED PODRIA PERDER BIENES U OTROS DERECHOS IMPORTANTES.

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMACION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGUN HONORARIO.

Dave Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA, 16830  
814-765-2641 x 5982

**McCABE, WEISBERG AND CONWAY, P.C.**

BY: 

Attorneys for Plaintiff

**TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE**

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS  
Clearfield County Courthouse, Clearfield, PA 16830

William A. Shaw  
Prothonotary

May 18, 2007

To: Christopher Leigey  
723 McBride Street  
Clearfield, PA 16830

Household Finance Consumer Discount  
Company  
vs.  
Melanie Leigey a/k/a Melanie M. Leigey a/k/a  
Melanie M. Sipe  
and  
Christopher Leigey

Clearfield County  
Court of Common Pleas  
Number 2007-493-CD

**NOTICE, RULE 237.5  
NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT**

**IMPORTANT NOTICE**

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

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

Dave Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA, 16830  
814-765-2641 x 5982

**NOTIFICACION IMPORTANTE**

USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER PRESENTADO UNA COMPARCENCIA ESCRITA, YA SEA PERSONALMENTE O POR ABOGADO Y POR NO HABER RADICADO POR ESCRITO CON ESTE TRIBUNAL SUS DEFENSAS U OBJECCIONES A LOS RECLAMOS FORMULADOS EN CONTRA SUYO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE DIEZ (10) DIAS DE LA FECHA DE ESTA NOTIFICACION, EL TRIBUNAL PODRA, SIN NECESIDAD DE COMPARCER USTED EN CORTE U OIR PREUBA ALGUNA, DICTAR SENTENCIA EN SU CONTRA Y USTED PODRIA PERDER BIENES U OTROS DERECHOS IMPORTANTES.

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONAR LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMACION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGUN HONORARIO.

Dave Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA, 16830  
814-765-2641 x 5982

**McCABE, WEISBERG AND CONWAY, P.C.**

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE

**VERIFICATION**

The undersigned, ANDREW L. MARKOWITZ, ESQUIRE, hereby certifies that he is the attorney for the Plaintiff in the within action and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 P.A.C.S. Section 4909 relating to unsworn falsification to authorities.

**McCABE, WEISBERG, AND CONWAY, P.C.**

BY: 

Attorneys for Plaintiff

**TERRENCE J. McCABE, ESQUIRE**

**MARC S. WEISBERG, ESQUIRE**

**EDWARD D. CONWAY, ESQUIRE**

**MARGARET GAIRO, ESQUIRE**

**FRANK DUBIN, ESQUIRE**

**BONNIE DAHL, ESQUIRE**

**ANDREW L. MARKOWITZ, ESQUIRE**

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS  
Clearfield County Courthouse  
Clearfield, PA 16830

COPY

William A. Shaw  
Prothonotary

To: Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe  
723 McBride Street  
Clearfield, PA 16830

Household Finance Consumer Discount  
Company  
Plaintiff

v.

Melanie Leigey a/k/a Melanie M. Leigey a/k/a  
Melanie M. Sipe and Christopher Leigey  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 2007-493-CD

**NOTICE**

Pursuant to Rule 236, you are hereby notified that a JUDGMENT has been entered in the  
above proceeding as indicated below.

  
5/31/07  
William A. Shaw  
Prothonotary

- Judgment by Default
- Money Judgment
- Judgment in Replevin
- Judgment for Possession

If you have any questions concerning this Judgment, please call McCabe, Weisberg and Conway,  
P.C. at (215) 790-1010.

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS  
Clearfield County Courthouse  
Clearfield, PA 16830

COPY

William A. Shaw  
Prothonotary

To: Christopher Leigey  
723 McBride Street  
Clearfield, PA 16830

Household Finance Consumer Discount  
Company  
Plaintiff

v.

Melanie Leigey a/k/a Melanie M. Leigey a/k/a  
Melanie M. Sipe and Christopher Leigey  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 2007-493-CD

**NOTICE**

Pursuant to Rule 236, you are hereby notified that a JUDGMENT has been entered in the  
above proceeding as indicated below.

*Will A. Shaw* 5/31/07  
William A. Shaw  
Prothonotary

- Judgment by Default
- Money Judgment
- Judgment in Replevin
- Judgment for Possession

If you have any questions concerning this Judgment, please call McCabe, Weisberg and Conway,  
P.C. at (215) 790-1010.

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

OPY

Household Finance Consumer Discount  
Company  
Plaintiff(s)

No.: 2007-00493-CD

Real Debt: \$61,215.54

Atty's Comm: \$

Vs.

Costs: \$

Melanie Leigey a/k/a  
Melanie M. Leigey a/k/a  
Melanie M. Sipe and  
Christopher T. Leigey  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 31, 2007

Expires: May 31, 2012

Certified from the record this 31st 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

# Praecipe for Writ of Execution-MORTGAGE FORECLOSURE

Household Finance Consumer Discount  
Company

Plaintiff

v.

Melanie Leigey a/k/a Melanie M. Leigey a/k/a  
Melanie M. Sipe and Christopher Leigey

Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Number 2007-493-CD

## PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue Writ of Execution in the above matter

1. Directed to the Sheriff of Clearfield County, Pennsylvania..
2. Against Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe and Christopher Leigey defendants, and
3. Against \_\_\_\_\_ Garnishee(s);
4. And index this writ
  - a) Against Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe and Christopher Leigey defendants
  - b) Against \_\_\_\_\_ Garnishee(s)

As a lis pendens against the real property of the defendants in the name of Garnishee(s) as follows:  
(Specifically described property)\*

All real property and improvements thereon located at:

723 MCBRIDE STREET, CLEARFIELD, PA 16830

Improvements: residential dwelling

(Specifically described property)  
(If space insufficient, attach extra sheets)

5.	Amount Due	\$ 61,215.54	
	Interest from 06/01/2007 to		
	DATE OF SALE	\$	
	@ \$10.06 per diem		
	Costs	\$	
	Total	\$ 125.00	Prothonotary costs
			Plus Costs

  
Andrew L. Markowitz, Esquire  
McCabe, Weisberg and Conway, P.C.  
Attorneys for Plaintiff(s)

FILED Atty pd. 20.00  
MAY 15 2007 1CC@6 wnts  
w/prop desc.  
William A. Shaw  
Prothonotary/Clerk of Courts to Sheriff  
GK

NO. TERM

NO. 2007-493-CD TERM

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

Household Finance Consumer Discount Company  
vs.  
Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe and  
Christopher Leigey

## **Praeipe for Writ of Execution**

**Attorneys for Plaintiff  
McCABE, WEISBERG AND CONWAY, P.C.**

By: \_\_\_\_\_  
TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419  
FRANK DUBIN, ESQUIRE - ID # 19280  
BONNIE DAHL, ESQUIRE - ID # 79294  
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

RECEIVED WRIT THIS DAY

OF A.D.

ATM

Sheriff

**(MORTGAGE FORECLOSURE)**

etcc visioncritic

EXECUTION DEBT \$61,215.54

PROTHONOTARY 125.00 Prothonotary costs

## USE ATTORNEY

**USE PLAINTIFF**

**ATTORNEY'S COMM.**

#### STATE ACTIONS

**LEGAL DESCRIPTION**

ALL THAT CERTAIN lot or piece of land situate in the Third Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the North side of McBride Street, one hundred (100) feet West from the corner of McBride Street and a Ten (10) foot alley, which point is the Southeast corner of the lot hereby conveyed and the Southwest corner of a lot, formerly conveyed by Harry L. Carter, a former grantor, to Roxie Carter; thence along the line of the lot formerly the property of Roxie Carter in a Northerly direction Two Hundred (200) feet, more or less, to the line of land now or formerly of R.H. Shaw; thence along the line of R.H. Shaw, Eighty-five (85) feet, more or less, in a Westerly direction to land now or formerly of the Guelich Estate; thence along said Guelich Estate lands in a Southerly direction, Two Hundred (200) feet, more or less, to McBride Street; thence along McBride Street in an Easterly direction, Ninety-one (91) feet, more or less to the place of BEGINNING.

HAVING THEREON ERECTED a residential dwelling.

BEING KNOWN AS 723 McBride Street, Clearfield, PA 16830.

BEING TAX PARCEL NO. 4-3-K8-212-58.

BEING THE SAME PREMISES which Theodore L. Werdal, Single, Kristina L. Murray and Gregory Murray, Husband and Wife, and Terry M. Collins and Terry L. Collins, Husband and Wife, by Deed dated September 1, 2002 and recorded September 23, 2002 in Instrument #200215175, granted and conveyed unto Melanie M. Sipe.

**McCABE, WEISBERG AND CONWAY, P.C.**  
BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419  
FRANK DUBIN, ESQUIRE - ID # 19280  
BONNIE DAHL, ESQUIRE - ID # 79294  
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
**(215) 790-1010**

Attorneys for Plaintiff

Household Finance Consumer Discount Company  
Plaintiff  
v.  
Melanie Leigey a/k/a Melanie M. Leigey a/k/a  
Melanie M. Sipe and Christopher Leigey  
Defendants

**COURT OF COMMON PLEAS  
CLEARFIELD COUNTY**

Number 2007-493-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

I, Andrew L. Markowitz, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at: 723 McBride Street, Clearfield, PA 16830, a copy of the description of said property is attached hereto and marked Exhibit "A".

1. Name and address of Owners or Reputed Owners:

Name	Address
Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe	723 McBride Street Clearfield, PA 16830
Christopher Leigey	723 McBride Street Clearfield, PA 16830

2. Name and address of Defendants in the judgment:

Name	Address
Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe	723 McBride Street Clearfield, PA 16830
Christopher Leigey	723 McBride Street Clearfield, PA 16830

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

Name \_\_\_\_\_ Address \_\_\_\_\_

None other.

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

Name \_\_\_\_\_ Address \_\_\_\_\_

None other.

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

Name \_\_\_\_\_ Address \_\_\_\_\_

None.

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

Name \_\_\_\_\_ Address \_\_\_\_\_

None.

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

Name \_\_\_\_\_ Address \_\_\_\_\_

Commonwealth of Pennsylvania      1400 Spring Garden Street  
Inheritance Tax Office      Philadelphia, PA 19130

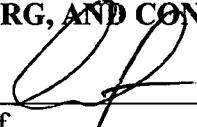
Commonwealth of Pennsylvania      6th Floor, Strawberry Square  
Bureau of Individual Tax      Department #280601  
Inheritance Tax Division      Harrisburg, PA 17128

Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
Rick Redden - Director Clearfield County Domestic Relations Office	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
United States of America c/o Attorney for the Western District of PA	633 U.S. Post Office and Courthouse 7 <sup>th</sup> & Grant Streets Pittsburgh, PA 15219
Internal Revenue Service	Federated Investors Tower 13 <sup>th</sup> Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222
Commonwealth of Pennsylvania, Dept. of Revenue, Bureau of Compliance, Clearance Support	Dept. 281230 Harrisburg, PA 17128, ATTN: Sheriff Sales
Kimberly Kubista, Esquire Attorney for Melanie Leigey	15 North Front Street Clearfield, PA 16830

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.

DATE: May 30, 2007

**McCABE, WEISBERG, AND CONWAY, P.C.**

BY:   
Attorneys for Plaintiff  
**TERRENCE J. McCABE, ESQUIRE**  
**MARC S. WEISBERG, ESQUIRE**  
**EDWARD D. CONWAY, ESQUIRE**  
**MARGARET GAIRO, ESQUIRE**  
**FRANK DUBIN, ESQUIRE**  
**BONNIE DAHL, ESQUIRE**  
**ANDREW L. MARKOWITZ, ESQUIRE**

**McCABE, WEISBERG AND CONWAY, P.C.**  
BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**  
**MARC S. WEISBERG, ESQUIRE - ID # 17616**  
**EDWARD D. CONWAY, ESQUIRE - ID # 34687**  
**MARGARET GAIRO, ESQUIRE - ID # 34419**  
**FRANK DUBIN, ESQUIRE - ID # 19280**  
**BONNIE DAHL, ESQUIRE - ID # 79294**  
**ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009**  
**123 South Broad Street, Suite 2080**  
**Philadelphia, Pennsylvania 19109**  
**(215) 790-1010**

Attorneys for Plaintiff

Household Finance Consumer Discount Company

Plaintiff

v.

Melanie Leigey a/k/a Melanie M. Leigey a/k/a  
Melanie M. Sipe and Christopher Leigey  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 2007-493-CD

**CERTIFICATE**

Andrew L. Markowitz, Esquire hereby states that he is the attorney for the Plaintiff in the above-captioned matter and that the property is not subject to the provisions of Act 91 because it is:

( ) An FHA insured mortgage  
( ) Non-owner occupied  
( ) Vacant  
(X) Act 91 procedures have been fulfilled.

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

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

Attorneys for Plaintiff  
**TERRENCE J. McCABE, ESQUIRE**  
**MARC S. WEISBERG, ESQUIRE**  
**EDWARD D. CONWAY, ESQUIRE**  
**MARGARET GAIRO, ESQUIRE**  
**FRANK DUBIN, ESQUIRE**  
**BONNIE DAHL, ESQUIRE**

LEGAL DESCRIPTION

ALL THAT CERTAIN lot or piece of land situate in the Third Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the North side of McBride Street, one hundred (100) feet West from the corner of McBride Street and a Ten (10) foot alley, which point is the Southeast corner of the lot hereby conveyed and the Southwest corner of a lot, formerly conveyed by Harry L. Carter, a former grantor, to Roxie Carter; thence along the line of the lot formerly the property of Roxie Carter in a Northerly direction Two Hundred (200) feet, more or less, to the line of land now or formerly of R.H. Shaw; thence along the line of R.H. Shaw, Eighty-five (85) feet, more or less, in a Westerly direction to land now or formerly of the Guelich Estate; thence along said Guelich Estate lands in a Southerly direction, Two Hundred (200) feet, more or less, to McBride Street; thence along McBride Street in an Easterly direction, Ninety-one (91) feet, more or less to the place of BEGINNING.

HAVING THEREON ERECTED a residential dwelling.

BEING KNOWN AS 723 McBride Street, Clearfield, PA 16830.

BEING TAX PARCEL NO. 4-3-K8-212-58.

BEING THE SAME PREMISES which Theodore L. Werdal, Single, Kristina L. Murray and Gregory Murray, Husband and Wife, and Terry M. Collins and Terry L. Collins, Husband and Wife, by Deed dated September 1, 2002 and recorded September 23, 2002 in Instrument #200215175, granted and conveyed unto Melanie M. Sipe.

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

Household Finance Consumer Discount Company

Vs.

NO.: 2007-00493-CD

COPY

Melanie Leigey, a/k/a Melanie M. Leigey,  
a/k/a Melanie M. Sipe, and  
Christopher T. Leigey

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY, Plaintiff(s) from MELANIE LEIGEY, a/k/a MELANIE M. LEIGEY, a/k/a MELANIE M. SIPE, and CHRISTOPHER T. LEIGEY, 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: **\$61,215.54**  
INTEREST from 06/01/2007 to Date of Sale  
@ \$10.06 per diem  
ATTY'S COMM: \$  
DATE: 05/31/2007

PROTHONOTARY'S COSTS PAID: **\$125.00**  
SHERIFF: \$  
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: Andrew L. Markowitz, Esq.  
123 South Broad St., Ste. 2080  
Philadelphia, PA 19109  
(215) 790-1010

**LEGAL DESCRIPTION**

ALL THAT CERTAIN lot or piece of land situate in the Third Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the North side of McBride Street, one hundred (100) feet West from the corner of McBride Street and a Ten (10) foot alley, which point is the Southeast corner of the lot hereby conveyed and the Southwest corner of a lot, formerly conveyed by Harry L. Carter, a former grantor, to Roxie Carter; thence along the line of the lot formerly the property of Roxie Carter in a Northerly direction Two Hundred (200) feet, more or less, to the line of land now or formerly of R.H. Shaw; thence along the line of R.H. Shaw, Eighty-five (85) feet, more or less, in a Westerly direction to land now or formerly of the Guelich Estate; thence along said Guelich Estate lands in a Southerly direction, Two Hundred (200) feet, more or less, to McBride Street; thence along McBride Street in an Easterly direction, Ninety-one (91) feet, more or less to the place of BEGINNING.

HAVING THEREON ERECTED a residential dwelling.

BEING KNOWN AS 723 McBride Street, Clearfield, PA 16830.

BEING TAX PARCEL NO. 4-3-K8-212-58.

BEING THE SAME PREMISES which Theodore L. Werdal, Single, Kristina L. Murray and Gregory Murray, Husband and Wife, and Terry M. Collins and Terry L. Collins, Husband and Wife, by Deed dated September 1, 2002 and recorded September 23, 2002 in Instrument #200215175, granted and conveyed unto Melanie M. Sipe.

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419  
FRANK DUBIN, ESQUIRE - ID # 19280  
BONNIE DAHL, ESQUIRE - ID # 79294  
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Household Finance Consumer Discount  
Company

Plaintiff

v.

Melanie Leigey a/k/a Melanie M. Leigey a/k/a  
Melanie M. Sipe and Christopher Leigey  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Number 2007-493-CD

**FILED**

JUN 22 2007  
110 50/6  
William A. Shaw  
Prothonotary/Clerk of Courts

I CERT TO (60)  
ATTY

**AFFIDAVIT OF SERVICE**

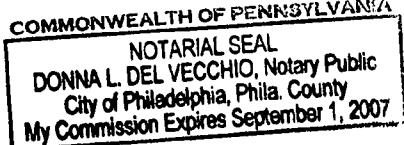
I, the Undersigned, attorney for the Plaintiff in the within matter, hereby certify that on the 15<sup>th</sup> day of June, 2007, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A."

Copies of the letter and certificates of mailing are also attached hereto, made a part hereof and marked as Exhibit "B."

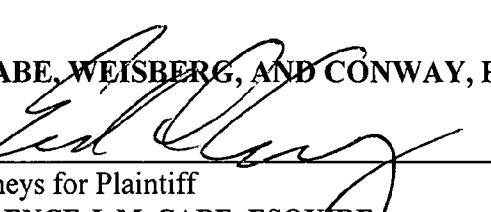
SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 15<sup>th</sup> DAY

OF JUNE, 2007

NOTARY PUBLIC



McCABE, WEISBERG, AND CONWAY, P.C.

BY:   
Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
FRANK DUBIN, ESQUIRE  
BONNIE DAHL, ESQUIRE  
ANDREW L. MARKOWITZ, ESQUIRE

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419  
FRANK DUBIN, ESQUIRE - ID # 19280  
BONNIE DAHL, ESQUIRE - ID # 79294  
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorneys for Plaintiff

Household Finance Consumer Discount Company  
Plaintiff

v.

Melanie Leigey a/k/a Melanie M. Leigey a/k/a  
Melanie M. Sipe and Christopher Leigey  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Number 2007-493-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

I, the Undersigned, attorney for Plaintiff in the above action, set forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at: 723 McBride Street, Clearfield, PA 16830, a copy of the description of said property is attached hereto and marked Exhibit "A".

1. Name and address of Owners or Reputed Owners:

Name	Address
Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe	723 McBride Street Clearfield, PA 16830
Christopher Leigey	723 McBride Street Clearfield, PA 16830

2. Name and address of Defendants in the judgment:

Name	Address
Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe	723 McBride Street Clearfield, PA 16830
Christopher Leigey	723 McBride Street Clearfield, PA 16830

**EXHIBIT A**

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

Name \_\_\_\_\_ Address \_\_\_\_\_

None other.

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

Name \_\_\_\_\_ Address \_\_\_\_\_

None other.

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

Name \_\_\_\_\_ Address \_\_\_\_\_

None.

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

Name \_\_\_\_\_ Address \_\_\_\_\_

None.

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

Name \_\_\_\_\_ Address \_\_\_\_\_

Tenant/Occupants 723 McBride Street  
Clearfield, PA 16830

Commonwealth of Pennsylvania      1400 Spring Garden Street  
Inheritance Tax Office      Philadelphia, PA 19130

Commonwealth of Pennsylvania      6th Floor, Strawberry Square  
Bureau of Individual Tax      Department #280601  
Inheritance Tax Division      Harrisburg, PA 17128

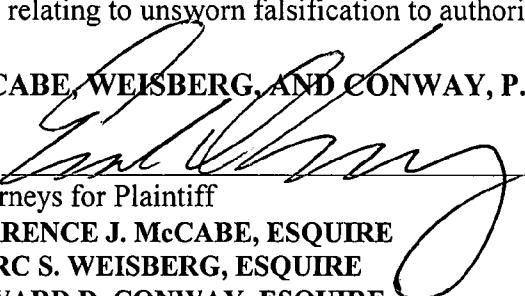
EXHIBIT A

Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
Rick Redden - Director Clearfield County Domestic Relations Office	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
United States of America c/o Attorney for the Western District of PA	633 U.S. Post Office and Courthouse 7 <sup>th</sup> & Grant Streets Pittsburgh, PA 15219
Internal Revenue Service	Federated Investors Tower 13 <sup>th</sup> Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222
Commonwealth of Pennsylvania, Dept. of Revenue, Bureau of Compliance, Clearance Support	Dept. 281230 Harrisburg, PA 17128, ATTN: Sheriff Sales
Kimberly Kubista, Esquire Attorney for Melanie Leigey	15 North Front Street Clearfield, PA 16830

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.

DATE: June 15, 2007

McCABE, WEISBERG, AND CONWAY, P.C.

BY:   
 Attorneys for Plaintiff  
 TERRENCE J. McCABE, ESQUIRE  
 MARC S. WEISBERG, ESQUIRE  
 EDWARD D. CONWAY, ESQUIRE  
 MARGARET GAIRO, ESQUIRE  
 FRANK DUBIN, ESQUIRE  
 BONNIE DAHL, ESQUIRE  
 ANDREW L. MARKOWITZ, ESQUIRE

**EXHIBIT A**

**McCABE, WEISBERG AND CONWAY, P.C.**  
BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**  
**MARC S. WEISBERG, ESQUIRE - ID # 17616**  
**EDWARD D. CONWAY, ESQUIRE - ID # 34687**  
**MARGARET GAIRO, ESQUIRE - ID # 34419**  
**FRANK DUBIN, ESQUIRE - ID # 19280**  
**BONNIE DAHL, ESQUIRE - ID # 79294**  
**ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009**

**123 South Broad Street, Suite 2080**

**Philadelphia, Pennsylvania 19109**

**(215) 790-1010**

**Attorneys for Plaintiff**

Household Finance Consumer Discount  
Company

Plaintiff

v.

Melanie Leigey a/k/a Melanie M. Leigey a/k/a  
Melanie M. Sipe and Christopher Leigey  
Defendants

**COURT OF COMMON PLEAS**  
**CLEARFIELD COUNTY**

Number 2007-493-CD

DATE: June 15, 2007

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

OWNERS: Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe and Christopher Leigey

PROPERTY: 723 McBride Street, Clearfield, PA 16830

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on **FRIDAY, AUGUST 3, 2007, at 10:00 a.m., Eastern Time**, in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff not later than thirty (30) days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the filing of the schedule.

**EXHIBIT B**

Name and Address of Sender  
 McCabe, Weisberg and Conway, P.C.  
 123 S. Broad St., Suite 2080  
 Philadelphia, PA 19109  
 ATTN: Jolande Holmes- 30932

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

Address & Name, Street and PO Address

1 Household v Leigey  
 Tenant/Occupants  
 723 McBride Street  
 Clearfield, PA 16830

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

3 Commonwealth of Pennsylvania  
 Commonwealth of Pennsylvania  
 Bureau of Individual Tax  
 Inheritance Tax Division  
 6th Floor, Strawberry Square  
 Department #28060  
 Harrisburg, PA 17128

4 Commonwealth of Pennsylvania  
 Commonwealth of Pennsylvania  
 Bureau of Individual Tax  
 Inheritance Tax Division  
 6th Floor, Strawberry Square  
 Department #28060  
 Harrisburg, PA 17128

5 Department of Public Welfare  
 Department of Public Welfare  
 TPL, Casualty Unit Estate  
 Recovery Program  
 Willow Oak Building  
 P.O. Box 8486  
 Harrisburg, PA 17105-8486

6 Rick Redden - Director  
 Clearfield County Domestic Relations Office  
 Clearfield County Courthouse 230 East Market  
 Street  
 Clearfield, PA 16830

7 United States of America  
 c/o Attorney for the Western District of PA  
 633 U.S. Post Office and Courthouse  
 7th & Grant Streets  
 Pittsburgh, PA 15219

8 Internal Revenue Service  
 Federated Investors Tower  
 13th Floor, Suite 1300  
 100 I Liberty Avenue  
 Pittsburgh, PA 15222

9 Commonwealth of Pennsylvania, Dept. of  
 Revenue, Bureau of Compliance, Clearance  
 Support  
 Dept. 281230  
 Harrisburg, PA 17128  
 ATTN: Sheriff Sales

10 Kimberly Kubista, Esquire  
 Attorney for Melanie Leigey  
 15 North Front Street  
 Clearfield, PA 16830

AFFIX STAMP HERE



IC	SC	SH	RD	RR
Fee	Fee	Fee	Fee	Fee

**EXHIBIT B**

Total Number of Pieces Listed by Sender 10	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)	The full description of this insured mail service is contained in the "Postage and Documentary Insurance" section of the "Postage and Documentary Insurance" booklet. The maximum value of postage and documentary insurance is \$100.00 per document. In addition, insurance is available for mail services such as Registered Mail, International Mail, and International Mail (air) for an additional charge of \$1.00 per document. The maximum liability per document is \$1,000.00 or \$2,000.00 for Registered Mail. See "Domestic Mail Rates" (RDS) and "International Mail Rates" (IRM) for information of coverage on insured and COD mail. See "International Mail Rates" for information of coverage on International mail. Special handling charges apply only to Standard Mail and Standard Mail (air) parcels.
--	---	--	---

Complete by Typewriter, Ink, or Ball Point Pen

# **EXHIBIT B**

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRANCE J. McCABE, ESQUIRE -ID#16496  
MARC S. WEISBERG, ESQUIRE -ID#17616  
EDWARD D. CONWAY, ESQUIRE -ID#34687  
MARGARET GAIRO, ESQUIRE-ID#34419

123 South Broad Street, Suite 2080  
Philadelphia, PA 19109  
(215) 790-1010

Household Finance Consumer Discount  
Company

v.  
Melanie Leigey a/k/a Melanie M. Leigey a/k/a  
Melanie M. Sipe  
and  
Christopher Leigey

Attorney for Plaintiff

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 2007-493-CD

FILED NO  
M 11.08.01  
AUG 02 2007  
S  
William A. Shaw  
Prothonotary/Clerk of Courts

### AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:

SS:

COUNTY OF PHILADELPHIA :

The undersigned, hereby certifies that he is the attorney for Plaintiff in the within matter, being duly sworn according to law, deposes and says that a true and correct copy of the Notice of Sheriff's Sale was served upon the Defendant, Christopher Leigey, by regular mail, certificate of mailing, and certified mail, return receipts requested, dated July 20, 2007, and addressed to 326-A East Pine Street, Clearfield, PA 16830. The regular mail was never returned, and the certified mail was signed for by the Defendant Christopher Leigey personally on July 27, 2007. A true and correct copy of the letter, certificate of mailing, certified receipt numbers 7005-1160-0001-3511-7361, signed green card is attached hereto, made part hereof, and marked as Exhibit "A".

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 30<sup>th</sup> DAY

OF July , 2007.

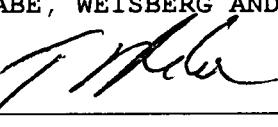
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Susan J. Markowitz, Notary Public  
City Of Philadelphia, Philadelphia County  
My Commission Expires Feb. 13, 2011

Member, Pennsylvania Association of Notaries

McCABE, WEISBERG AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff  
TERRANCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE

LAW OFFICES  
**McCABE, WEISBERG & CONWAY, P.C.**

TERRENCE J. McCABE\*\*\*  
MARC S. WEISBERG\*\*  
EDWARD D. CONWAY  
MARGARET GAIRO  
LISA L. WALLACE†  
BRENDA L. BROGDON\*  
MICHELLE M. MONTE ^^  
MONICA G. CHRISTIE +  
FRANK DUBIN  
ANDREW L. MARKOWITZ  
ROBERT W. CUSICK \*  
BONNIE DAHL\*  
ANGELA M. MICHAEL»  
SCOTT TAGGART\*  
DEBORAH K. CURRAN±±  
LAURA H.G. O'SULLIVAN±±  
STEPHANIE H. HURLEY±±

SUITE 2080  
123 SOUTH BROAD STREET  
PHILADELPHIA, PA 19109  
(215) 790-1010  
FAX (215) 790-1274

SUITE 600  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(856) 858-7080  
FAX (856) 858-7020

SUITE 205  
53 WEST 36<sup>TH</sup> STREET  
NEW YORK, NY 10018  
(917) 351-1188  
FAX (917) 351-0363

SUITE 302  
8101 SANDY SPRING ROAD  
LAUREL, MD 20707  
(301) 490-1196  
FAX (301) 490-1568

SUITE 206W  
6800 JERICHO TURNPIKE  
SYOSSET, NY 11791  
(917) 351-1188  
FAX (917) 351-0363

Of Counsel  
PITNICK & MARGOLIN, LLP^ - NY  
DEBORAH K. CURRAN + - MD & DC  
LAURA H.G. O'SULLIVAN+ - MD & DC  
STEPHANIE H. HURLEY±± - MD  
JOSEPH F. RIGA\* - PA & NJ

July 20, 2007

\* Licensed in PA & NJ  
\*\* Licensed in PA & NY  
† Licensed in NY  
^ Licensed in NJ  
± Licensed in PA & WA  
\*\*\* Licensed in PA, NJ & NY  
† Licensed in NY & CT  
+ Licensed in MD & DC  
± Licensed in MD  
+ Managing Attorney for NY  
± Managing Attorney for MD

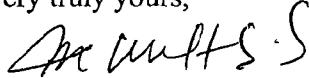
Christopher Leigey  
326-A East Pine Street  
Clearfield, PA 16830

Re: Household Finance Consumer Discount Company  
vs.  
Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe and Christopher Leigey  
CCP, Clearfield County, No. 2007-493-CD  
Premises: 723 McBride Street, Clearfield, PA, 16830

Dear Christopher Leigey:

Enclosed is a Notice of Sheriff's Sale relative to the above-captioned matter.

Very truly yours,



Maleekah Wiltbanks, Legal Assistant to  
**McCabe, Weisberg and Conway, P.C.**

/mwi  
Enclosure

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER 7005 1160 0001 3511 7361  
RETURN RECEIPT REQUESTED



*This is a communication from a debt collector.*

*This letter may be an attempt to collect a debt and any information obtained will be used for that purpose.*

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

Christopher Leigey  
326 - A East Pine Street  
Clearfield, PA 16830

**2. Article Number**

(Transfer from service label)

7005 1160 0001 3519 7361

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

 Agent   
Addressee

**B. Received by (Printed Name)**

Christopher Leigey

**C. Date of Delivery**

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

*CLEAR*

**3. Service Type**

<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input checked="" type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

**4. Restricted Delivery (Extra Fee)**

Yes

**Exhibit A**

Name and Address of Sender  
McCabe, Weisberg and Conway,  
P.C.  
123 S. Broad St., Suite 2080  
Philadelphia, PA 19109  
**ATTN: M. WILTBANKS**

Check type of mail or service:

Certified

COD

Delivery Confirmation

Express Mail

Insured

Recorded Delivery (International)

Registered

Return Receipt for Merchandise

Signature Confirmation

UNITED STATES POSTAL SERVICE

A circular United States postage stamp with a postmark from New York, N.Y., dated April 10, 1900, and a value of 2c.

RECORDED  
SEARCHED  
INDEXED  
SERIALIZED  
FILED  
PITNEY BOWES  
JUL 20 2007  
IIPCODE 19109

Christopher Leigey  
326-A East Pine Street  
Clearfield, PA 16830

Total Number of Pieces	Total Number of Pieces	Postmaster. Per ( <i>Name of receiving employee</i> )
Listed by Sender	Received at Post Office	<p>The full description of value is required on all domestic and international registered mail. The maximum indemnity is \$100 per piece subject to additional charges for multiple pieces lost or damaged in a single catastrophic occurrence. Domestic mail document compensation insurance is \$500, but optional Express Mail Service for multiple mail is available for up to \$1,000 in value, but not all customers have this option. Express Mail Service is available for up to \$1,000 in value, but not all customers have this option. Maximum indemnity for regular mail is \$25.00 for registered mail. See <i>Domestic Mail Manual (DMM)</i> and <i>SM 821</i> for limitations of coverage on insured and COD mail. See <i>International Mail Manual (IMM)</i> for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (1) and Standard Mail (6) pieces.</p>

PS Form 3877, February, 2005

Complete by Typewriter, Ink, or Ball Point Pen

Exhibit A

FILED <sup>CC</sup>  
AUG 06 2001  
12:58 PM

William A. Shaw  
Prothonotary/Clerk of Courts

**McCABE, WEISBERG AND CONWAY, P.C.**

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

---

Household Finance Consumer Discount Company	:	CLEARFIELD COUNTY COURT OF COMMON PLEAS
v.	:	
Melanie Leigey a/k/a Melanie M. Leigey: a/k/a Melanie M. Sipe and Christopher Leigey	:	NUMBER 2007-493-CD

**MOTION TO ALLOW SERVICE ON THE DEFENDANTS  
BY REGULAR MAIL, CERTIFIED MAIL AND POSTING  
PURSUANT TO PA RULE OF CIVIL PROCEDURE 430**

1. Plaintiff attempted to serve a true and correct copy of the Notice of Sale upon the Defendant, Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe , at the Defendants' last-known address of 723 McBride Street, Clearfield , PA 16830. However, the Sheriff advised that he was unsuccessful as there was no answer.

2. Plaintiff has searched for a forwarding address for Defendant, and the Post Master has advised that there is no change of address order on file for the Defendant, Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe, from the address of 723 McBride Street, Clearfield , PA 16830. (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "A").

3. Plaintiff has checked the Local Telephone Directory for an address for Defendant; there is a listing for the Defendant, Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe at 723 McBride Street, Clearfield , PA 16830 with a telephone number of (814)765-8536, Plaintiff left message with no response. (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "A").

4. Plaintiff has made inquiry with the Vickey Rowles, at 721 McBride Street, Clearfield , PA 16830 who stated that Defendant Melanie Leigey a/k/a Melanie M. Leigey, does not reside at 723 McBride Street, Clearfield, PA 16830, the Defendant moved from the residence in April of 2007. (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "A").

5. Plaintiff has made inquiry of the local tax bureau and the tax bill is mailed to 723 McBride Street, Clearfield, PA 16830. (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "A").

6. Plaintiff has made inquiry with the Social Security Administration and was advised that there are no death records on file for the Defendant, Melanie Leigey a/k/a Melanie M. Leigey (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "A").

7. Plaintiff has investigated the Defendant's Voter Registration Records, and the Office of Voter Registration has advised that the Defendant, Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe is not registered to vote. (See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "A").

8. If service cannot be made on the Defendant, Melanie Leigey a/k/a Melanie M. Leigey, a/k/a Melanie M. Sipe the Plaintiff will be prejudiced.

WHEREFORE, Plaintiff prays this Honorable Court grant an Order allowing the Plaintiff to serve the Notice of Sheriff Sale of Real Property, upon the Defendant, Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe, by regular mail; certified mail, return receipt requested; and by posting at Defendant's last-known address and the mortgaged premises known in this herein action as 723 McBride Street, Clearfield , PA 16830.

**McCABE, WEISBERG AND CONWAY, P.C.**

BY:   
\_\_\_\_\_  
Attorneys for Plaintiff  
**TERRENCE J. McCABE, ESQUIRE**  
**MARC S. WEISBERG, ESQUIRE**  
**EDWARD D. CONWAY, ESQUIRE**  
**MARGARET GAIRO, ESQUIRE**

**McCABE, WEISBERG AND CONWAY, P.C.**  
BY:   TERRENCE J. McCABE, ESQUIRE - ID # 16496  
      MARC S. WEISBERG, ESQUIRE - ID # 17616  
      EDWARD D. CONWAY, ESQUIRE - ID # 34687  
      MARGARET GAIRO, ESQUIRE - ID # 34419

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorneys for Plaintiff

---

Household Finance Consumer Discount Company	:	CLEARFIELD COUNTY COURT OF COMMON PLEAS
v.	:	
Melanie Leigey a/k/a Melanie M. Leigey: a/k/a Melanie M. Sipe and Christopher Leigey	:	NUMBER 2007-493-CD

**MEMORANDUM OF LAW**

If a resident Defendant has obstructed or prevented service of process by concealing his whereabouts or otherwise, the Plaintiff shall have the right of service in such a manner as the Court by special order shall direct service pursuant to P.R.C.P. 430.

WHEREFORE, Plaintiff prays this service be made.

**McCABE, WEISBERG AND CONWAY, P.C.**

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

**123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010**

**Attorneys for Plaintiff**

Household Finance Consumer Discount Company : CLEARFIELD COUNTY  
Court of Common Pleas  
v. :  
Melanie Leigey a/k/a Melanie M. Leigey:  
a/k/a Melanie M. Sipe :  
and :  
Christopher Leigey : NUMBER 2007-493-CD

## **CERTIFICATION OF SERVICE**

The undersigned, attorney for the Plaintiff, hereby certify that I served a true and correct copy of the foregoing Petition to Allow Service on the Defendant by Regular Mail, Certified Mail, and Posting Pursuant to Pa.R.C.P. 430, by United States Mail, first class, postage prepaid, on the 1<sup>st</sup> day of , August 2007, upon the following:

Melanie Leigey a/k/a Melanie M. Leigey      Christopher Leigey      Christopher Leigey  
a/k/a Melanie M. Sipe      723 McBride Street      326-A East Pine Street  
723 McBride Street      Clearfield, PA 16830      Clearfield, PA 16830  
Clearfield, PA 16830

**McCABE, WEISBERG AND CONWAY, P.C.**

BY: T. McCabe  
Attorneys for Plaintiff  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE

**VERIFICATION**

The undersigned attorney hereby certifies that he/she is the Attorney for the Plaintiff in the within action, and that he/she is authorized to make this verification and that the foregoing facts based on the information from the Plaintiff, who is not available to sign this, are true and correct to the best of his/her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsification to authorities.

**McCABE, WEISBERG AND CONWAY, P.C.**

BY:   
\_\_\_\_\_  
Attorneys for Plaintiff  
**TERRENCE J. McCABE, ESQUIRE**  
**MARC S. WEISBERG, ESQUIRE**  
**EDWARD D. CONWAY, ESQUIRE**  
**MARGARET GAIRO, ESQUIRE**

30932

LARRY DEL VECCHIO  
PROCESS SERVER FOR  
MCCABE, WEISBERG & CONWAY, P.C.  
P.O. BOX 344  
CHALFONT, PA 18914  
(215) 491-4469  
(215) 491-4473 FAX

HFC/BFC ET AL : COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY  
:  
VS. :  
:  
MELANIE LEIGEY : NO. 2007-493-CD  
CHRISTOPHER LEIGEY :  
:

LAST KNOWN ADDRESS: 723 McBride Street, Clearfield, PA 16830

LOAN NUMBER: 96-1091PA

**AFFIDAVIT OF GOOD FAITH EFFORT TO LOCATE DEFENDANT (S)**

I hereby certify that on July 6, 2007, a good faith effort was made to discover the correct address of said defendant (s), by:

**1. Inquiry of Postal authority;**

Postal authority states Melanie has no change of address. Christopher filed a change of address to 326-A E. Pine St., Clearfield, PA 16830

**2. Examination of local telephone directories, 411 assistance and Internet records;**

Melanie Leigey, 723 McBride St., (814) 765-8536, left message with no response  
Christopher Leigey, 505 George St., Curwensville, PA 16833, no phone listed.

**3. Neighbor Contacts:**

- Vickey Rowles, 721 McBride St., (814) 765-8365, adult female stated Melanie moved out in April. Christopher moved out last year. The property is empty

**4. Tax Information:**

- Tax office has mailing address same as property, 723 McBride St.

**5. Death Records:**

- Social Security has no death records for the defendants under their SSN's or names

**6. Voter Registration:**

Defendants aren't registered

I certify that this information is true and correct to the best of my knowledge, information and belief.

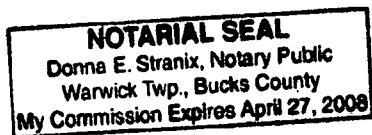
NOTARY PUBLIC:  
Sworn to and described  
before me this 18<sup>th</sup> day

BY:   
Larry Del Vecchio, Process Server

of July 2007.

Donna E. Stranix

**Exhibit A**



c1  
P.O. BOX 344  
CHALFONT, PA. 18914

**LARRY DEL VECCHIO  
PROCESS SERVER FOR  
MCCABE, WEISBERG & CONWAY, P.C.**

(215) 491-4469  
FAX (215) 491-4473

July 6, 2007

**Postmaster**

**Clearfield, PA 16830**

**REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION NEEDED FOR SERVICE OF LEGAL PROCESS**

Please furnish the new address or the name and street address ( if a boxholder) for the following:

Name: Christopher Leigey  
Address: 723 McBride St  
Clearfield, PA 16830

The following information is provided in accordance with 39 CFR265.6(d) (4) (ii). There is no fee for providing boxholder information. The fee providing change of address information is waived in accordance with 39 CFR 265.6 (d) (1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester: Process Server
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting Pro Se- except a corporation acting Pro Se must cite statute: Process Server for McCabe, Weisberg & Conway, P.C. (Rule 400.1.b)
3. The names of all known parties to this litigation:  
Household Finance CDC et al vs Christopher Leigey and Melanie Leigey, a/k/a  
Melanie M Leigey, a/k/a Melanie M Sipe
4. The court in which the case has been or will be heard:  
Clearfield County, PA, Court of Common Pleas
5. The docket or other identifying number if one has been assigned:  
No. 2007-493-cd
6. The capacity in which this individual is to be served:  
Defendant(s)

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000.00 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND THAT THE ADDRESS INFORMATION IS NEEDED AND WILL BE USED SOLELY FOR SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION.

  
LARRY DEL VECCHIO  
For McCabe, Weisberg & Conway, P.C.

P.O. Box 344  
Chalfont, PA. 18914

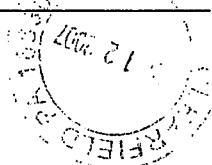
FOR THE POST OFFICE USE ONLY  
NO CHANGE OF ADDRESS ORDER ON FILE

POST MARK \_\_\_\_\_

NEW ADDRESS OR BOXHOLDER'S NAME AND PHYSICAL STREET ADDRESS:

326 A E. PIPE ST.

Exhibit A



**LARRY DEL VECCHIO  
PROCESS SERVER FOR  
MCCABE, WEISBERG & CONWAY, P.C.**

P.O. BOX 344  
CHALFONT, PA. 18914

(215) 491-4469  
FAX (215) 491-4473

July 6, 2007

**Postmaster**

**Clearfield, PA 16830**

**REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION NEEDED FOR SERVICE OF LEGAL PROCESS**

Please furnish the new address or the name and street address ( if a boxholder) for the following:

Name: Melanie M Leigey, a/k/a Melanie M Sipe  
Address: 723 McBride St  
Clearfield, PA 16830

The following information is provided in accordance with 39 CFR265.6(d) (4) (ii). There is no fee for providing boxholder information. The fee providing change of address information is waived in accordance with 39 CFR 265.6 (d) (1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester: Process Server
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting Pro Se- except a corporation acting Pro Se must cite statute: Process Server for McCabe, Weisberg & Conway, P.C. (Rule 400.1.b)
3. The names of all known parties to this litigation:  
Household Finance CDC et al vs Christopher Leigey and Melanie Leigey, a/k/a  
Melanie M Leigey, a/k/a Melanie M Sipe
4. The court in which the case has been or will be heard:  
Clearfield County, PA, Court of Common Pleas
5. The docket or other identifying number if one has been assigned:  
No. 2007-493-cd
6. The capacity in which this individual is to be served:  
Defendant(s)

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000.00 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND THAT THE ADDRESS INFORMATION IS NEEDED AND WILL BE USED SOLELY FOR SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION.

  
LARRY DEL VECCHIO  
For McCabe, Weisberg & Conway, P.C.

P.O. Box 344  
Chalfont, PA. 18914

---

FOR THE POST OFFICE USE ONLY  
 NO CHANGE OF ADDRESS ORDER ON FILE  
NEW ADDRESS OR BOXHOLDER'S NAME AND PHYSICAL STREET ADDRESS:

POST MARK \_\_\_\_\_  
**Exhibit A**

31

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorneys for Plaintiff

FILED  
M 10:58 AM  
SEP 17 2007

William A. Shaw  
Prothonotary/Clerk of Courts  
No CC

Household Finance Consumer Discount	:	CLEARFIELD COUNTY
Company	:	COURT OF COMMON PLEAS
	:	
v.	:	
	:	
Melanie Leigey a/k/a Melanie M. Leigey:	:	
a/k/a Melanie M. Sipe	:	
and	:	
Christopher Leigey	:	NUMBER 2007-493-CD

**AFFIDAVIT OF SERVICE**

COMMONWEALTH OF PENNSYLVANIA:  
SS.  
COUNTY OF PHILADELPHIA:

The undersigned, attorney, being duly sworn according to law, deposes and says that the following is true and correct to the best of his knowledge and belief:

1. That he is counsel for the above-named Plaintiff;
2. That on August 13, 2007, per the attached Court Order, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale of Real Property upon the Defendant, Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe, by regular mail, certified mail, return receipt requested, addressed to 723 McBride Street, Clearfield, PA 16830. A true and correct copy of the letter, certified return receipt and certificate of mailing, are attached hereto, made a part hereof, and marked as Exhibit "A ."
3. That on August 20, 2007, in accordance with the attached Court Order, Plaintiff

served a true and correct copy of the Notice of Sheriff's Sale of Real Property upon the Defendant, Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe, by posting the same at the mortgaged premises known as 723 McBride Street, Clearfield, PA 16830. A true and correct copy of the Sheriff's Return of Service form indicating the same is attached hereto, made a part hereof, and marked Exhibit "B."

*Marc Gair*  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 12<sup>th</sup> DAY  
OF *September*, 2007

*Chrissandra Shaye Hamilton*  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Chrissandra Shaye Hamilton, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires January 4, 2009

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

HOUSEHOLD FINANCE CONSUMER DISCOUNT CO.,

Plaintiff

\*

\*

\*

NO. 07-493-CD

vs.

MELANIE LEIGEY a/k/a MELANIE M. LEIGEY a/k/a

MELANIE SIPE and CHRISTOPHER LEIGEY,

Defendants

\*

\*

\*

O R D E R

NOW, this 8<sup>th</sup> day of July, 2007, the Plaintiff is granted leave to serve the Notice of Sheriff's Sale of Real Property upon the Defendant **MELANIE LEIGEY a/k/a MELANIE M. LEIGEY a/k/a MELANIE M. SIPE** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to 723 McBride Street, Clearfield, PA 16830;
3. By certified mail, return receipt requested to 723 McBride Street, Clearfield, PA 16830;
4. By posting the mortgaged premises known in this herein action as 723 McBride Street, Clearfield, PA 16830

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

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN

President Judge

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

AUG 08 2007

Attest.

*William B. Goss*  
Prothonotary/  
Clerk of Courts

LAW OFFICES  
**McCABE, WEISBERG & CONWAY, P.C.**

TERRENCE J. McCABE\*\*\*  
MARC S. WEISBERG\*\*  
EDWARD D. CONWAY  
MARGARET GAIRO  
LISA L. WALLACE†  
BRENDA L. BROGDON\*  
MICHELLE M. MONTE ^  
MONICA G. CHRISTIE-+  
FRANK DUBIN  
ANDREW L. MARKOWITZ  
ROBERT W. CUSICK \*  
BONNIE DAHL\*  
ANGELA M. MICHAEL\*  
SCOTT TAGGART\*  
DEBORAH K. CURRAN±  
LAURA H.G. O'SULLIVAN±  
STEPHANIE H. HURLEY++

SUITE 2080  
123 SOUTH BROAD STREET  
PHILADELPHIA, PA 19109  
(215) 790-1010  
FAX (215) 790-1274

SUITE 600  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(856) 858-7080  
FAX (856) 858-7020

SUITE 205  
53 WEST 36<sup>TH</sup> STREET  
NEW YORK, NY 10018  
(917) 351-1188  
FAX (917) 351-0363

SUITE 302  
8101 SANDY SPRING ROAD  
LAUREL, MD 20707  
(301) 490-3361  
FAX (301) 490-1568

SUITE 206W  
6800 JERICHO TURNPIKE  
SYOSSET, NY 11791  
(917) 351-1188  
FAX (917) 351-0363

Of Counsel  
PITNICK & MARGOLIN, LLP^ - NY  
DEBORAH K. CURRAN - MD & DC  
LAURA H.G. O'SULLIVAN+ - MD & DC  
STEPHANIE H. HURLEY++ - MD  
JOSEPH F. RIGA\* - PA & NJ

August 13, 2007

\* Licensed in PA & NJ  
\*\* Licensed in PA & NY  
^ Licensed in NY  
† Licensed in NJ  
+ Licensed in PA & WA  
± Licensed in PA, NJ & NY  
+ Licensed in NY & CT  
† Licensed in NY & CT  
\* Licensed in MD & DC  
+ Licensed in MD  
+ Managing Attorney for NY  
+ Managing Attorney for MD

Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe  
723 McBride Street  
Clearfield, PA 16830

Re: Household Finance Consumer Discount Company

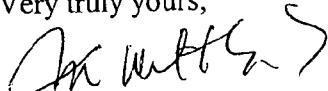
vs.

Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe and Christopher Leigey  
CCP, Clearfield County, No. 2007-493-CD  
Premises: 723 McBride Street, Clearfield, PA, 16830

Dear Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe:

Enclosed is a Notice of Sheriff's Sale relative to the above-captioned matter.

Very truly yours,



Maleekah Wiltbanks, Legal Assistant to  
**McCabe, Weisberg and Conway, P.C.**

/mwi  
Enclosure

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER  
RETURN RECEIPT REQUESTED

7005 1820 0002 3156 0516

**Exhibit A**

7005 1820 0002 2000 3156 0516

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

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

**OFFICIAL USE**

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

Sent To: *Melanie Leigey et al.*  
Street, Apt. No.; *723 McBride Street*  
or PO Box No. *PA 16830*  
City, State, ZIP+4 *Clearfield, PA 16830*

PS Form 3800, June 2002

See Reverse for Instructions

*100-1*

*LAND O'LIESIA PHILADELPHIA*  
Submark  
Here  
2001  
U.S. POSTAL SERVICE

**Exhibit A**

**REAL ESTATE SALE****REAL ESTATE SALE - LEVY AND POST**

EXECUTION SERVICE SHEET

DKT: EX PAGE: 20595

DEPUTY RECEIVED: August 16, 2007

## DEFENDANT(S):

MELANIE LEIGEY A/K/A MELANIE M. LEIGEY A/K/A MELANIE M. SIPE AND CHRISTOPHER LEIGEY

ADDRESS: 723 MCBRIDE STREET  
CLEARFIELD, PA 16830

LEVY &amp; POST AT: SAME AS ABOVE

SERVE AND LEAVE WITH: DEFENDANT POST GARNISHEE

WRIT OF EXECUTION NOTICE OF SALE TO POST / SERVE WRIT LEVY *→ UNDFTD*

INTERROGATORIES TO GARNISHEE

WRIT OF POSSESSION

MUST BE SERVED, POSTED OR LEVIED BY: ASAP

DATE SERVED, POSTED OR LEVIED: 8/20/07 TIME: 10:01 a-

NAME OF PERSON SERVED:

TITLE:

WHERE SERVED /POSTED(ADDRESS):

DEFENDANT(S): RESIDENCE EMPLOYMENT

SIGNATURE OF PERSON SERVED:

DATE:

ATTEMPTS:

## SPECIAL DIRECTIONS:

NO 07-493-CD

MELANIE LEIGEY A/K/A MELANIE M. LEIGEY A/K/A MELANIE M. SIPE AND CHRISTOPHER LEIGEY

SERVED, POSTED OR LEVIED ON BY:

NOTES:

**EXHIBIT B***Shuster / Deftus*

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

HOUSEHOLD FINANCE CONSUMER DISCOUNT CO., \*  
Plaintiff \*

NO. 07-493-CD

vs.

MELANIE LEIGEY a/k/a MELANIE M. LEIGEY a/k/a  
MELANIE SIPE and CHRISTOPHER LEIGEY,  
Defendants

\*

\*

\*

\*

\*

O R D E R

NOW, this 8<sup>th</sup> day of July, 2007, the Plaintiff is granted leave to serve the Notice of Sheriff's Sale of Real Property upon the Defendant **MELANIE LEIGEY a/k/a MELANIE M. LEIGEY a/k/a MELANIE M. SIPE** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to 723 McBride Street, Clearfield, PA 16830;
3. By certified mail, return receipt requested to 723 McBride Street, Clearfield, PA 16830;
4. By posting the mortgaged premises known in this herein action as 723 McBride Street, Clearfield, PA 16830

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

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED 3cc  
010-11 Col. Atty McCabe  
AUG 08 2007

William A. Shaw  
Prothonotary/Clerk of Courts

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRANCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorneys for Plaintiff

FILED  
M 12/5/07  
DEC 17 2007  
NO CC

William A. Shaw  
Prothonotary/Clerk of Courts

Household Finance Consumer Discount Company	:	CLEARFIELD COUNTY COURT OF COMMON PLEAS
v.	:	
Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe	:	
and	:	
Christopher Leigey	:	NUMBER 2007-493-CD

**SUPPLEMENTAL AFFIDAVIT OF SERVICE**

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF PHILADELPHIA:

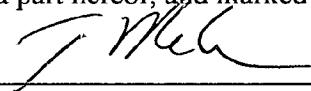
The undersigned, attorney, being duly sworn according to law, deposes and says that the following is true and correct to the best of his knowledge and belief:

1. That he/she is counsel for the above-named Plaintiff;
2. That on August 13, 2007, per the attached Court Order, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale of Real Property, by regular mail and certified mail, return receipt requested, addressed to their last-known address of 723 McBride Street Clearfield, PA 16830. A true and correct copy of the letter, and certified receipt are attached hereto, made a part hereof, and marked as Exhibit "A."
3. That on August 20, 2007, in accordance with the attached Court Order, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale of Real Property upon the Defendant, Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe, by posting at the last

known mortgaged premises known as 723 McBride Street, Clearfield, PA 16830. A true and correct copy of the letter, and certified receipt are attached hereto, made a part hereof, and marked as Exhibit "B."

4. That on October 26, 2007, in accordance with the attached Court Order, Plaintiff served a true and correct copy of the Notice of the filing of the Notice of Sheriff's Sale upon the Defendant Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe, through publication in the Progressive Publishing Company, Inc. True and correct copy of the Proof of Publication indicating the same is attached hereto, made a part hereof, and marked Exhibit "C."

5. That on November 2, 2007, in accordance with the attached Court Order, Plaintiff served a true and correct copy of the Notice of the filing of the Notice of Sheriff's Sale upon the Defendant Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe, through publication in the Progressive Publishing Company, Inc. True and correct copy of the Proof of Publication indicating the same is attached hereto, made a part hereof, and marked Exhibit "D."



---

TERRENCE J. McCABE, ESQUIRE  
MARC WEISBERG, ESQUIRE  
EDWARD CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 3 DAY

OF December, 2007.



Chrissandra Shaye Hamilton  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Chrissandra Shaye Hamilton, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires January 4, 2009

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

HOUSEHOLD FINANCE CONSUMER DISCOUNT CO., \*  
Plaintiff \*

vs. \*

MELANIE LEIGEY a/k/a MELANIE M. LEIGEY a/k/a  
MELANIE SIPE and CHRISTOPHER LEIGEY,  
Defendants \*

NO. 07-493-CD

O R D E R

NOW, this 8<sup>th</sup> day of July, 2007, the Plaintiff is granted leave to serve the Notice  
of Sheriff's Sale of Real Property upon the Defendant **MELANIE LEIGEY a/k/a**  
**MELANIE M. LEIGEY a/k/a MELANIE M. SIPE** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield  
County Legal Journal;
2. By first class mail to 723 McBride Street, Clearfield, PA 16830;
3. By certified mail, return receipt requested to 723 McBride Street,  
Clearfield, PA 16830;
4. By posting the mortgaged premises known in this herein action as  
723 McBride Street, Clearfield, PA 16830

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

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN  
President Judge

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

AUG 08 2007

Attest.

*William L. Ober*  
Prothonotary  
Clerk of Courts

LAW OFFICES  
**McCABE, WEISBERG & CONWAY, P.C.**

TERRENCE J. McCABE\*\*\*  
MARC S. WEISBERG\*\*  
EDWARD D. CONWAY  
MARGARET GAIRO  
LISA L. WALLACE†  
BRENDA L. BROGDON\*  
MICHELLE M. MONTE ^  
MONICA G. CHRISTIE-  
FRANK DUBIN  
ANDREW L. MARKOWITZ  
ROBERT W. CUSICK \*  
BONNIE DAHL\*  
ANGELA M. MICHAEL»  
SCOTT TAGGART\*  
DEBORAH K. CURRAN±  
LAURA H.G. O'SULLIVAN±  
STEPHANIE H. HURLEY\*\*

SUITE 2080  
123 SOUTH BROAD STREET  
PHILADELPHIA, PA 19109  
(215) 790-1010  
FAX (215) 790-1274

SUITE 600  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(856) 858-7080  
FAX (856) 858-7020

SUITE 205  
53 WEST 36<sup>TH</sup> STREET  
NEW YORK, NY 10018  
(917) 351-1188  
FAX (917) 351-0363

SUITE 302  
8101 SANDY SPRING ROAD  
LAUREL, MD 20707  
(301) 490-3361  
FAX (301) 490-1568

SUITE 206W  
6800 JERICHO TURNPIKE  
SYOSSET, NY 11791  
(917) 351-1188  
FAX (917) 351-0363

*Of Counsel*  
PITNICK & MARGOLIN, LLP^ - NY  
DEBORAH K. CURRAN ± - MD & DC  
LAURA H.G. O'SULLIVAN± - MD & D  
STEPHANIE H. HURLEY\*\* - MD  
JOSEPH F. RIGA\* - PA & NJ

August 13, 2007

\* Licensed in PA & NJ  
\*\* Licensed in PA & NY  
† Licensed in NY  
± Licensed in NJ  
^ Licensed in PA & WA  
» Licensed in PA, NJ & NY  
† Licensed in NY & CT  
\* Licensed in MD & DC  
\*\* Licensed in MD  
+ Managing Attorney for NY  
± Managing Attorney for MD

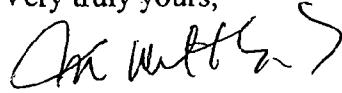
Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe  
723 McBride Street  
Clearfield, PA 16830

Re: Household Finance Consumer Discount Company  
vs.  
Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe and Christopher Leigey  
CCP, Clearfield County, No. 2007-493-CD  
Premises: 723 McBride Street, Clearfield, PA, 16830

Dear Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe:

Enclosed is a Notice of Sheriff's Sale relative to the above-captioned matter.

Very truly yours,



Maleekah Wiltbanks, Legal Assistant to  
McCabe, Weisberg and Conway, P.C.

/mwi  
Enclosure

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER  
RETURN RECEIPT REQUESTED

7005 1820 0002 3156 0516



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

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

**OFFICIAL USE**

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

Sent To: *Melanie Leigey et al.*  
 Street, Apt. No.: *723 McBride Street*  
 or PO Box No.  
 City, State, ZIP+4 *Clearfield, PA 16830*

See Reverse for Instructions

PS Form 3800, June 2002

**Exhibit A**

## REAL ESTATE SALE

## REAL ESTATE SALE - LEVY AND POST

## EXECUTION SERVICE SHEET

DKT: EX PAGE: 20595

DEPUTY RECEIVED: August 16, 2007

## DEFENDANT(S):

MELANIE LEIGEY A/K/A MELANIE M. LEIGEY A/K/A MELANIE M. SIPE AND CHRISTOPHER LEIGEY

ADDRESS: 723 MCBRIDE STREET  
CLEARFIELD, PA 16830

LEVY &amp; POST AT: SAME AS ABOVE

SERVE AND LEAVE WITH: DEFENDANT POST GARNISHEE

WRIT OF EXECUTION NOTICE OF SALE TO POST / SERVE WRIT LEVY *→ Under*

INTERROGATORIES TO GARNISHEE WRIT OF POSSESSION

MUST BE SERVED, POSTED OR LEVIED BY: ASAP

DATE SERVED, POSTED OR LEVIED: 8/20/07TIME: 10:01 a.m.NAME OF PERSON SERVED: POSTEDTITLE: POSTEDWHERE SERVED /POSTED(ADDRESS): 723 McBride St.DEFENDANT(S): RESIDENCE EMPLOYMENT

SIGNATURE OF PERSON SERVED: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEMPTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SPECIAL DIRECTIONS:

NO 07-493-CD

MELANIE LEIGEY A/K/A MELANIE M. LEIGEY A/K/A MELANIE M. SIPE AND CHRISTOPHER LEIGEY

**EXHIBIT B**SERVED, POSTED OR LEVIED ON BY: Shantel DetHauserNOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF PENNSYLVANIA  
CLEARFIELD COUNTY  
COURT OF COMMON PLEAS  
CLEARFIELD COUNTY  
Number 2007-493-CD  
CIVIL ACTION LAW  
Household Finance  
Consumer Discount Company  
v.  
Melanie Legey  
a/k/a Melanie M. Legey,  
a/k/a Melanie M. Sipe  
and Christopher Legey

NOTICE OF  
SHERIFF'S SALE  
OF REAL PROPERTY

TO: Melanie Legey, a/k/a  
Melanie M. Legey, a/k/a  
Melanie M. Sipe  
723 McBride Street  
Clearfield, PA 16830

Your house (real estate) at 723  
McBride Street, Clearfield, PA  
16830 is scheduled to be sold at  
Sheriff's Sale on **FRIDAY, December 07, 2007**, at 10:00 a.m., East-  
ern Time, in the Sheriff's Office of  
the Clearfield County Courthouse,  
1 North Second Street, Clearfield,  
Pennsylvania 16830 to enforce  
the court judgment of \$61,215.54  
obtained by Household Finance  
Consumer Discount Company  
against you.

NOTICE OF  
OWNER'S RIGHTS

YOU MAY BE ABLE  
TO PREVENT THIS  
SHERIFF'S SALE

To prevent this Sheriff's Sale you  
must take immediate action:

1. The sale will be canceled if you  
pay to Household Finance Con-  
sumer Discount Company the back  
payments, late charges, costs, and  
reasonable attorney's fees due. To  
find out how much you must pay,  
you may call McCabe, Weisberg  
and Conway, P.C. at (215) 790-1010.  
2. You may be able to stop the

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA  
COUNTY OF CLEARFIELD  
ss:

On this 2nd day of November, A.D. 2007,  
before me, the subscriber, a Notary Public in and for said County and  
State, personally appeared Margaret E. Krebs, who being duly sworn  
according to law, deposes and says that she is the President of The  
Progressive Publishing Company, Inc., and Associate Publisher of The  
Progress, a daily newspaper published at Clearfield, in the County of  
Clearfield and State of Pennsylvania, and established April 5, 1913, and  
that the annexed is a true copy of a notice or advertisement published in  
said publication in

the regular issues of October 26, 2007.  
And that the affiant is not interested in the subject matter of the notice or  
advertising and that all of the allegations of this statement as to the time,  
place, and character of publication are true.

Margaret E. Krebs

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

Cheryl J. Robinson  
Notary Public  
Clearfield, Pa.  
My Commission Expires  
October 31, 2011  
COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Cheryl J. Robinson, Notary Public  
Clearfield Borough, Clearfield County  
My Commission Expires Oct 31, 2011  
Member, Pennsylvania Association of Notaries

EXHIBIT C

Melanie Leigey,  
a/k/a Melanie M. Leigey,  
a/k/a Melanie M. Sipe  
and Christopher Leigey

NOTICE OF  
SHERIFF'S SALE  
OF REAL PROPERTY

TO: Melanie Leigey, a/k/a  
Melanie M. Leigey, a/k/a  
Melanie M. Sipe  
723 McBride Street  
Clearfield, PA 16830

Your house (real estate) at 723 McBride Street, Clearfield, PA 16830 is scheduled to be sold at Sheriff's Sale on FRIDAY, December 07, 2007, at 10:00 a.m., Eastern Time, in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830 to enforce the court judgment of \$61,215.54 obtained by Household Finance Consumer /Discount Company against you.

NOTICE OF  
OWNER'S RIGHTS  
YOU MAY BE ABLE  
TO PREVENT THIS  
SHERIFF'S SALE

To prevent this Sheriff's Sale you must take immediate action:

1. The sale will be canceled if you pay to Household Finance Consumer Discount Company the back payments, late charges, costs, and reasonable attorney's fees due. To find out how much you must pay, you may call McCabe, Weisberg and Conway, P.C. at (215) 790-1010.

2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.

3. You may also be able to stop the sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See the following notice on how to obtain an attorney.)

YOU MAY STILL BE ABLE TO  
SAVE YOUR PROPERTY AND  
YOU HAVE OTHER RIGHTS EVEN  
IF THE SHERIFF'S SALE DOES  
TAKE PLACE

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling McCabe, Weisberg and Conway, P.C. at (215) 790-1010.

2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.

3. The sale will go through only if

THE OFFICE SET FORTH BELOW.  
THIS OFFICE CAN PROVIDE YOU  
WITH INFORMATION ABOUT HIR-  
ING A LAWYER:

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

LAWYER REFERRAL SERVICE

David Meholic  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
814-765-2641, Ext. 5982  
ASSOCIATION DE LICENCIDA-  
DOS

David Meholic  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
814-765-2641, Ext. 5982  
McCABE, WEISBERG  
AND CONWAY, P.C.  
BY: TERRENCE J. McCABE,  
ESQUIRE-ID # 16496  
MARC S. WEISBERG,  
ESQUIRE-ID # 17616  
EDWARD D. CONWAY,  
ESQUIRE-ID # 34687  
MARGARET GAIRO,  
ESQUIRE-ID # 34419  
FRANK DUBIN,  
ESQUIRE-ID # 19280  
BONNIE DAHL,  
ESQUIRE-ID # 79294  
ANDREW L. MARKOWITZ,  
ESQUIRE-ID # 28009  
123 South Broad Street,  
Suite 2080  
Philadelphia, Pennsylvania  
19109  
(215) 790-1010.

Attorneys for Plaintiff  
COURT OF  
COMMON PLEAS

CLEARFIELD COUNTY  
Number 2007-498-CD

Household Finance  
Consumer Discount Company

Plaintiff

v.

Melanie Leigey,  
a/k/a Melanie M. Leigey  
a/k/a Melanie M. Sipe  
and Christopher Leigey

Defendants

DATE: May 30, 2007  
TO: ALL PARTIES IN INTEREST  
AND CLAIMANTS

NOTICE OF  
SHERIFF'S SALE  
OF REAL PROPERTY

OWNERS: Melanie Leigey, a/k/a

Melanie M. Leigey, a/k/a Melanie

M. Sipe and Christopher Leigey

PROPERTY:

723 McBride Street

Snenn's Sale on FRIDAY, Decem-  
ber 7, 2007, at 10:00 a.m., East-  
ern Time, in the Sheriff's Office of  
the Clearfield County Courthouse,  
1 North Second Street, Clearfield,  
Pennsylvania 16830. Our records  
indicate that you may hold a mort-  
gage or judgments and liens on,  
and/or other interests in the proper-  
ty which will be extinguished by the  
sale. You may wish to attend the  
sale to protect your interests.

A schedule of distribution will be  
filed by the Sheriff on a date speci-  
fied by the Sheriff not later than  
thirty (30) days after sale. Distribu-  
tion will be made in accordance with  
the schedule unless exceptions are  
filed thereto within ten (10) days  
after the filing of the schedule.

ALL THAT CERTAIN lot or piece  
of land situate in the Third Ward of  
the Borough of Clearfield, County  
of Clearfield and State of Pennsyl-  
vania, bounded and described as  
follows, to wit:

BEGINNING at a point on the  
North side of McBride Street, one  
hundred (100) feet West from the  
corner of McBride Street and a Ten  
(10) foot alley, which point is the  
Southeast corner of the lot hereby  
conveyed and the Southwest cor-  
ner of a lot, formerly conveyed by  
Harry L. Carter, a former grantor, to  
Roxie Carter; thence along the line of  
the lot formerly the property of  
Roxie Carter in a Northerly direction  
Two Hundred (200) feet, more or  
less, to the line of land now or for-  
merly of R.H. Shaw; thence along  
the line of R.H. Shaw, Eight-five  
(85) feet, more or less, in a West-  
erly direction to land now or for-  
merly of the Guelich Estate; thence  
along said Guelich Estate lands in a  
Southerly direction, Two Hundred  
(200) feet, more or less, to  
McBride Street; thence along  
McBride Street in an Easterly direc-  
tion, Ninety-one (91) feet, more or  
less to the place of BEGINNING.

HAVING THEREON ERECTED a  
residential dwelling.

BEING KNOWN AS 723 McBride  
Street, Clearfield, PA 16830.

BEING TAX

PARCEL NO. 4-3-K8-212-58.

BEING THE SAME PREMISES  
which Theodore L. Werdal, Single,  
Kristina L. Murray and Gregory  
Murray, Husband and Wife, and  
Terry M. Collins and Terry L. Col-  
lins, Husband and Wife, by Deed  
dated September 1, 2002 and re-  
corded September 23, 2002 in In-  
strument #200215175, granted  
and conveyed unto Melanie M.  
Sipe.

10:26-1d-✓

## PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

:

COUNTY OF CLEARFIELD :

:

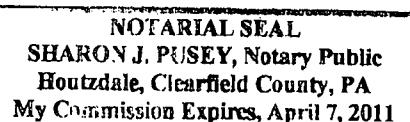
On this 2nd day of November AD 2007, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of November 2, 2007, Vol. 19, No. 44. And that all of the allegations of this statement as to the time, place, and character of the publication are true.



Gary A. Knaresboro, Esquire  
Editor

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

Sharon J. Pusey  
Notary Public  
My Commission Expires



Andrew L Markowitz  
123 South Broad St suite 2080  
Philadelphia PA 19109

EXHIBIT "D"

QUEEN, DELMA J. Dec'd  
a/k/a DELMA QUEEN  
late of Invona

Administrator: CORINNE NEVLING  
Attorney: TIMOTHY E. DURANT  
201 N. Second Street  
Clearfield, PA 16830

Number 2007-493-CD  
Household Finance Consumer Discount  
Company v. Melanie Leigey a/k/a Melanie  
M. Leigey a/k/a Melanie M. Sipe and  
Christopher Leigey  
NOTICE OF SHERIFF'S SALE  
OF REAL PROPERTY

TO:

Melanie Leigey a/k/a Melanie M. Leigey  
a/k/a Melanie M. Sipe, 723 McBride Street,

Clearfield, PA 16830.

Your house (real estate) at 723 McBride  
Street, Clearfield, PA 16830 is scheduled to  
be sold at Sheriff's Sale on FRIDAY,  
December 7, 2007, at 10:00 a.m., Eastern  
Time, in the Sheriff's Office of the Clearfield  
County Courthouse, 1 North Second Street,  
Clearfield, Pennsylvania 16830 to enforce  
the court judgment of \$61,215.54 obtained  
by Household Finance Consumer Discount  
Company against you.

NOTICE OF OWNER'S RIGHTS. YOU  
MAY BE ABLE TO PREVENT THIS  
SHERIFF'S SALE  
To prevent this Sheriff's Sale you must  
take immediate action:

1. The sale will be canceled if you pay to  
William C. Kiner, Attorney at Law, 219  
East Market Street, P. O. Box 1425,  
Clearfield, PA 16830.

To find out how much you must pay, you  
may call McCabe, Weisberg and Conway,  
P.C. at (215) 790-1010.

**NOTICE OF SHERIFF'S SALE  
OF REAL PROPERTY**

OWNERS: Melanie Leigey a/k/a  
Melanie M. Leigey a/k/a Melanie M. Sipe  
and Christopher Leigey

PROPERTY: 723 McBride Street,

Clearfield, PA 16830

IMPROVEMENTS: Residential Dwelling

The above-captioned property is  
scheduled to be sold at the Sheriff's Sale on  
FRIDAY, December 7, 2007, at 10:00 a.m.,  
Eastern Time, in the Sheriff's Office of the  
Clearfield County Courthouse, 1 North  
Second Street, Clearfield, Pennsylvania  
16830. Our records indicate that you may  
hold a mortgage or judgments and liens on,  
and/or other interests in the property which  
will be extinguished by the sale. You may  
wish to attend the sale to protect your  
interests.

A schedule of distribution will be filed by  
the Sheriff on a date specified by the Sheriff  
not later than thirty (30) days after sale.  
Distribution will be made in accordance with  
the schedule unless exceptions are filed  
thereto within ten (10) days after the filing of  
the schedule.

CIVIL ACTION LAW  
COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

**EXHIBIT "D"**

2. You may be able to stop the sale by  
filing a petition asking the Court to strike or  
open the judgment, if the judgment was  
improperly entered. You may also ask the  
Court to postpone the sale for good cause.  
3. You may also be able to stop the sale  
through other legal proceedings.

You may need an attorney to assert your  
rights. The sooner you contact one, the more  
chance you will have of stopping the sale.  
(See the following notice on how to obtain an  
attorney.)

YOU MAY STILL BE ABLE TO SAVE  
YOUR PROPERTY AND YOU HAVE  
OTHER RIGHTS EVEN IF THE SHERIFF'S  
SALE DOES TAKE PLACE

1. If the Sheriff's Sale is not stopped,  
your property will be sold to the highest  
bidder. You may find out the price bid by  
calling McCabe, Weisberg and Conway,  
P.C. at (215) 790-1010.

2. You may be able to petition the Court  
to set aside the sale if the bid price was  
grossly inadequate compared to the value of  
your property.

3. The sale will go through only if the  
buyer pays the Sheriff the full amount due on  
the sale. To find out if this has happened,  
you may call McCabe, Weisberg and  
Conway, P.C. at (215) 790-1010.

4. If the amount due from the buyer is

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20595  
NO: 07-493-CD

PLAINTIFF: HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: MELANIE LEIGEY A/K/A MELANIE M. LEIGEY A/K/A MELANIE M. SIPE AND CHRISTOPHER LEIGEY

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 5/31/2007

LEVY TAKEN 6/13/2007 @ 8:34 AM

POSTED 6/13/2007 @ 8:34 AM

SALE HELD 12/7/2007

SOLD TO HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 1/10/2008

DATE DEED FILED 1/10/2008

PROPERTY ADDRESS 723 MCBRIDE STREET CLEARFIELD , PA 16830

SEE ATTACHED SHEETS FOR SERVICE INFORMATION

FILED  
01/10/2008  
JAN 10 2008  
WAS  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20595  
NO: 07-493-CD

PLAINTIFF: HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

VS.

DEFENDANT: MELANIE LEIGEY A/K/A MELANIE M. LEIGEY A/K/A MELANIE M. SIPE AND CHRISTOPHER LEIGEY

Execution REAL ESTATE

**SHERIFF RETURN**

---

**SERVICES**

8/17/2007 @ SERVED MELANIE LEIGEY A/K/A MELANIE M LEIGEY ET AL  
SERVED MELANIE LEIGEY A/K/A MELANIE M. LEIGEY A/K/A MELANIE M. SIPE, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 723 MCBRIDE STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA CERT #70060810000145073152. RETURNED UNCLAIMED  
A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.

@ SERVED CHRISTOPHER LEIGEY  
CHRISTOPHER LEIGEY, DEFENDANT, NOT SERVED AT 723 MCBRIDE STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA.

8/20/2007 @ 10:01 AM SERVED MELAINE AND CHRISTOPHER LEIGEY  
POSTED ORDER PER COURT ORDER.

8/9/2007 @ 9:09 AM SERVED MELANIE LEIGEY A/K/A MELANIE M. LEIGEY ET AL  
SERVED MELAINE LEIGEY A/K/A MELANIE M. LEIGEY A/K/A MELANIE M. SIPE, DEFENDANT, AT HER RESIDENCE 326 E. PINE STREET, CLEARFIELD, PENNSYLVANIA BY HANDING TO MELANIE LEIGEY  
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.

8/9/2007 @ 9:09 AM SERVED CHRISTOPHER LEIGEY  
SERVED CHRISTOPHER LEIGEY, DEFENDANT, AT HIS RESIDENCE, 326 E. PINE STREET, CLEARFIELD, PENNSYLVANIA BY HANDING TO  
MELANIE LEIGEY, WIFE/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, AUGUST 1, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED  
FOR AUGUST 3, 2007 TO NOVEMBER 2, 2007.

@ SERVED  
NOW, OCTOBER 22, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED  
FOR NOVEMBER 2, 2007 TO DECEMBER 7, 2007.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20595  
NO: 07-493-CD

PLAINTIFF: HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY  
VS.

DEFENDANT: MELANIE LEIGEY A/K/A MELANIE M. LEIGEY A/K/A MELANIE M. SIPE AND CHRISTOPHER LEIGEY  
Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$272.57

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

*Chester Hawkins*  
Dag Cynthia Butter-Aufenthal  
Chester A. Hawkins  
Sheriff

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

Household Finance Consumer Discount Company

Vs.

NO.: 2007-00493-CD

Melanie Leigey, a/k/a Melanie M. Leigey,  
a/k/a Melanie M. Sipe, and  
Christopher T. Leigey

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY, Plaintiff(s) from MELANIE LEIGEY, a/k/a MELANIE M. LEIGEY, a/k/a MELANIE M. SIPE, and CHRISTOPHER T. LEIGEY, 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: **\$61,215.54**  
INTEREST from 06/01/2007 to Date of Sale  
@ \$10.06 per diem  
ATTY'S COMM: \$  
DATE: 05/31/2007

PROTHONOTARY'S COSTS PAID: **\$125.00**  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 31st day  
of May A.D. 2007  
At 3:00 A.M./P.M.

Chester A. Hawkins  
Sheriff by Cynthia Butcher-Appelbaum

Requesting Party: Andrew L. Markowitz, Esq.  
123 South Broad St., Ste. 2080  
Philadelphia, PA 19109  
(215) 790-1010

**LEGAL DESCRIPTION**

ALL THAT CERTAIN lot or piece of land situate in the Third Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the North side of McBride Street, one hundred (100) feet West from the corner of McBride Street and a Ten (10) foot alley, which point is the Southeast corner of the lot hereby conveyed and the Southwest corner of a lot, formerly conveyed by Harry L. Carter, a former grantor, to Roxie Carter; thence along the line of the lot formerly the property of Roxie Carter in a Northerly direction Two Hundred (200) feet, more or less, to the line of land now or formerly of R.H. Shaw; thence along the line of R.H. Shaw, Eighty-five (85) feet, more or less, in a Westerly direction to land now or formerly of the Guelich Estate; thence along said Guelich Estate lands in a Southerly direction, Two Hundred (200) feet, more or less, to McBride Street; thence along McBride Street in an Easterly direction, Ninety-one (91) feet, more or less to the place of BEGINNING.

HAVING THEREON ERECTED a residential dwelling.

BEING KNOWN AS 723 McBride Street, Clearfield, PA 16830.

BEING TAX PARCEL NO. 4-3-K8-212-58.

BEING THE SAME PREMISES which Theodore L. Werdal, Single, Kristina L. Murray and Gregory Murray, Husband and Wife, and Terry M. Collins and Terry L. Collins, Husband and Wife, by Deed dated September 1, 2002 and recorded September 23, 2002 in Instrument #200215175, granted and conveyed unto Melanie M. Sipe.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME MELANIE LEIGEY A/K/A MELANIE M LEIGEY ET AL

NO. 07-493-CD

NOW, January 09, 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 December 07, 2007, I exposed the within described real estate of Melanie Leigey A/K/A Melanie M. Leigey A/K/A Melanie M. Sipe And Christopher Leigey to public venue or outcry at which time and place I sold the same to **HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY** he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	12.93
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	19.64
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	40.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$272.57</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$29.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	61,215.54
INTEREST @ 10.0600 %	1,901.34
FROM 06/01/2007 TO 12/07/2007	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$63,156.88</b>

**COSTS:**

ADVERTISING	393.46
TAXES - COLLECTOR	827.71
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.50
SHERIFF COSTS	272.57
LEGAL JOURNAL COSTS	162.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,955.24</b>

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

CHESTER A. HAWKINS, Sheriff

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

HOUSEHOLD FINANCE CONSUMER DISCOUNT CO.,

Plaintiff

vs.

MELANIE LEIGEY a/k/a MELANIE M. LEIGEY a/k/a  
MELANIE SIPE and CHRISTOPHER LEIGEY,

Defendants

NO. 07-493-CD

ORDER

NOW, this 8<sup>th</sup> day of July, 2007, the Plaintiff is granted leave to serve the Notice of Sheriff's Sale of Real Property upon the Defendant MELANIE LEIGEY a/k/a MELANIE M. LEIGEY a/k/a MELANIE M. SIPE by:

1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to 723 McBride Street, Clearfield, PA 16830;
3. By certified mail, return receipt requested to 723 McBride Street, Clearfield, PA 16830;
4. By posting the mortgaged premises known in this herein action as 723 McBride Street, Clearfield, PA 16830

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

BY THE COURT,

/S/ Fredric J Ammerman

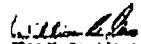
FREDRIC J. AMMERMAN

President Judge

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

AUG 08 2007

Attest,

  
 Prothonotary  
Clerk of Court

CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



016H16505405

**\$05.380**

08/17/2007

08/17/2007  
Mailed From 16830  
US POSTAGE

*UNABLE TO FORWARD*

MELANIE LEIGEY A/K/A MELANIE M.  
LEIGEY A/K/A MELANIE M. SIPE  
723 MCBRIDE STREET  
CLEARFIELD, PA 16830

8-18  
8-28  
8-28  
8-28

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

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

**OFFICIAL**

Postage	\$ 58
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.38

PA 16830  
CLEARFIELD, PA 16830  
AUG 17 2007  
Postmark Here  
USPS

Sent To: MELANIE LEIGEY A/K/A MELANIE M. LEIGEY A/K/A  
Street, Apt. No.: MELANIE SIPE  
or PO Box No.: 723 MCBRIDE STREET  
City, State, ZIP: CLEARFIELD, PA 16830

See Reverse for Instructions

AMERICAN MAIL  
OF THE REVENGE ADDRESS: POSTAGE PAID  
RECEIVED BY MAIL

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

MELANIE LEIGEY AIKA  
MELANIE M. LEIGEY AIKA  
MELANIE SYPE  
723 MCBRIDE STREET  
CLEARFIELD, PA 16830

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number

(Transfer from service label)

7006 0810 0001 4507 3152

102595-02-M-1540

Domestic Return Receipt

PS Form 3811, February 2004



## LAW OFFICES

## McCABE, WEISBERG &amp; CONWAY, P.C.

TERRENCE J. McCABE\*\*\*  
 MARC S. WEISBERG\*\*  
 EDWARD D. CONWAY  
 MARGARET GAIRO  
 LISA L. WALLACE+  
 BRENDA L. BRODON\*  
 MICHELLE M. MONTE ~  
 MONICA G. CHRISTIE +  
 FRANK DLBIN  
 ANDREW L. MARKOWITZ  
 ROBERT W. CUSICK ~  
 BONNIE DAHL+  
 ANGELA M. MICHAEL+  
 SCOTT TAGGART\*  
 DEBORAH K. CURRAN+  
 LAURA H.G. O'SULLIVAN+  
 STEPHANIE H. HURLEY++

SUITE 2080  
 123 SOUTH BROAD STREET  
 PHILADELPHIA, PA 19109  
 (215) 790-1010  
 FAX (215) 790-1274

SUITE 600  
 216 HADDON AVENUE  
 WESTMONT, NJ 08108  
 (856) 856-7080  
 FAX (856) 858-7020

SUITE 205  
 53 WEST 36<sup>TH</sup> STREET  
 NEW YORK, NY 10013  
 (917) 351-1153  
 FAX (917) 351-0363  
 ALSO SERVICING CONNECTICUT

SUITE 302  
 8101 SANDY SPRING ROAD  
 LAUREL, MD 20707  
 (301) 490-1196  
 FAX (301) 490-1368  
 ALSO SERVICING THE DISTRICT OF COLUMBIA

\* Licensed in PA & NJ  
 \*\* Licensed in PA & NY  
 + Licensed in NY  
 ~ Licensed in NJ  
 \* Licensed in PA & WA  
 \*\*\* Licensed in PA, NJ & NY  
 + Licensed in NY & CT  
 + Licensed in MD & DC  
 ++ Licensed in MD  
 \* Managing Attorney for NY  
 + Managing Attorney for MD

SUITE 205W  
 6800 JERICHO TURNPIKE  
 SYOSSET, NY 11791  
 (917) 351-1188  
 FAX (917) 351-0363

Of Counsel  
 PITNICK & MARCOLIN, LLP+ - NY  
 DEBORAH K. CURRAN+ - MD & DC  
 LAURA H.G. O'SULLIVAN+ - MD & DC  
 STEPHANIE H. HURLEY+ - MD  
 JOSEPH F. RIGA+ - PA & NJ

August 1, 2007

Sheriff of Clearfield County  
 Clearfield County Courthouse  
 230 East Market Street  
 Clearfield, PA 16830

Re: Household F.C.D.C. vs. Melanie Leigey and Christopher Leigey  
 Clearfield County, Court of Common Pleas; No. 2007-493-CD  
 Premises: 723 McBride Street, Clearfield, PA, 16830

Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the August 3, 2007, Sheriff's Sale. I am requesting at this time that you postpone this matter to the November 2, 2007 Sheriff's Sale.

As acknowledgment of this postponement, I would appreciate your signing or time-stamping a copy of this letter and faxing the same to my attention. Thank you for your cooperation.

Very truly yours,

  
 Liz DeSimone  
 Legal Assistant

/d

SENT VIA FACSIMILE TRANSMITTAL--NUMBER 814-765-5915  
 SHERIFF'S OFFICE-RECEIVED BY:

Cindy Aughenbaugh  
 SIGNATURE

DATE

8-1-07

*This is a communication from a debt collector.  
 This letter may be an attempt to collect a debt and any information obtained will be used for that purpose.*

LAW OFFICES  
McCABE, WEISBERG & CONWAY, P.C.

TERRENCE J. McCABE\*\*  
MARK S. WEISBERG\*\*  
EDWARD D. CONWAY  
MARGARET GARO  
LISA L. WALLACE†  
BRENDA L. BRODON†  
MICHELLE M. MONTE \*\*  
FRANK DURIN  
ANDREW L. MARKOWITZ  
KATHERINE SANTANGELINI†  
BONNIE DAHL†  
ANGELA M. MICHAEL†  
SCOTT TAGGART†  
DEBORAH K. CURRAN†  
LAURA H.G. O'SULLIVAN†  
STEPHANIE H. HURLEY†  
JASON BROOKS†

SUITE 2080  
113 SOUTH BROAD STREET  
PHILADELPHIA, PA 19109  
(215) 790-1010  
FAX (215) 790-1274

SUITE 600  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(856) 658-7180  
FAX (856) 658-7020

SUITE 401  
145 MCGUENOT STREET  
NEW ROCHELLE, NY 10801  
(914) 636-8900  
FAX (914) 636-8901  
Also servicing Connecticut

SUITE 302  
3101 SANDY SPRING ROAD  
LAUREL, MD 20707  
(301) 490-1146  
FAX (301) 490-1568  
Also servicing The District of Columbia  
and Virginia

*Of Counsel*  
PENICK & MARGOLIN, LLP - NY  
DEBORAH K. CURRAN - MD & DC  
LAURA H.G. O'SULLIVAN - MD & DC  
STEPHANIE H. HURLEY - MD  
JOSEPH F. RIGA - PA & NJ

October 22, 2007

Sheriff of Clearfield County  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

Re: Household Finance Consumer Discount Company  
vs.  
Melanie Leigey a/k/a Melanie M. Leigey a/k/a Melanie M. Sipe and Christopher Leigey  
Clearfield County; Court of Common Pleas; No. 2007-493-CD  
Premises: 723 McBride Street, Clearfield, PA. 16830

Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the November 2, 2007 Sheriff's Sale. I am requesting at this time that you postpone this matter to the December 7, 2007 Sheriff's Sale.

As acknowledgment of this postponement, I would appreciate your signing or time-stamping a copy of this letter and faxing the same to my attention. Thank you for your cooperation.

Very truly yours,



Denise Williams  
Legal Assistant

/nas

SENT VIA FACSIMILE TRANSMITTAL - NUMBER 814-765-5915  
SHERIFF'S OFFICE- RECEIVED BY:

Conrad Cebulski  
SIGNATURE

10-23-07  
DATE

*This is a communication from a debt collector.  
This letter may be an attempt to collect a debt and any information obtained will be used for that purpose.*