

07-564-CD
HSBC Morg. vs David W. Smith et al

HSBC Mortgage vs David Smith et al
2007-564-CD

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

ATTORNEY FOR PLAINTIFF

HSBC Mortgage Services, Inc.
577 Lamont Road
Elmhurst, IL 60126
Plaintiff

v.

David W. Smith
Lorie A. Smith
141 Beaver Farm Lane
Bellefonte, PA 16823
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

NO. 07-564-CD

FILED

m/10:55 am
APR 11 2007

0185.00
Att'y

4cc shft

William A. Shaw
Prothonotary/Clerk of Courts

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

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

AVISO

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

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

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

NOTICE

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

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

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

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

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

Assignor: Mortgage Electronic Registration Systems, Inc.

Assignments of Record to: HSBC Mortgage Services, Inc.

Recording Date: **LODGED FOR RECORDING**

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

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

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 1317 Walton Street

MUNICIPALITY/TOWNSHIP/BOROUGH: Chester Hill Borough

COUNTY: Clearfield

DATE EXECUTED: 5/5/06

DATE RECORDED: 5/26/06 INSTRUMENT #: 200608427

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

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

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

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

6. The following amounts are due on the said Mortgage as of 2/16/07:

Principal of debt due	\$63,856.63
Unpaid Interest at 10.02%* from 10/5/06 to 2/16/07 (the per diem interest accruing on this debt is \$17.53 and that sum should be added each day after 2/16/07)	2,326.47
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Late Charges (monthly late charge of \$28.13 should be added in accordance with the terms of the note each month after 2/16/07)	84.39
Attorneys Fees (anticipated and actual to 5% of principal)	<u>3,192.83</u>
TOTAL	\$70,065.32

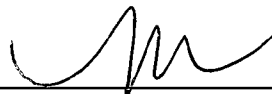
***This interest rate is subject to adjustment as more fully set forth in the Note and Mortgage.**

7. The attorney's fee set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in

accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$70,065.32 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



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

Legal Description

ALL THOSE TWO TRACTS OR PARCEL OF LAND LOCATED AND SITUATE IN THE BOROUGH OF CHESTER HILL, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

PREMIES "A"

THE FIRST THEREOF: BEGINNING AT THE SOUTHERN CORNER OF LOT NOW OR FORMERLY OF LLOYD DAVIS JR. AND LAND NOW OR FORMERLY OF LEWIS STEIN; THENCE IN A SOUTHERLY DIRECTION ALONG THE LANDS OF A SAID LEWIS STEIN A DISTANCE OF TWO HUNDRED FEET TO A POINT; THENCE AT RIGHT ANGLES AND IN A WESTERLY DIRECTION AND PARALLEL WITH THE STATE HIGHWAY, A DISTANCE OF FIFTY FEET TO A POINT OF LANDS NOW OR FORMERLY OF ELLSWORTH DAVIS; THENCE IN A NORTHERLY DIRECTION THROUGH LANDS OF SAID ELLSWORTH DAVIS, A DISTANCE OF TWO HUNDRED FEET TO THE SOUTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF LLOYD DAVIS, JR; THENCE IN AN EASTERLY DIRECTION ALONG THE LANDS NOW OR FORMERLY OF LLOYD DAVIS, JR., A DISTANCE OF FIFTY FEET TO THE LINE OF LEWIS STEIN AND THE PLACE OF BEGINNING. BEING TAX PARCEL NO. 3-P2-333-29.

PREMISES "B"

THE SECOND THEREOF: BEGINNING AT A POINT ON THE NORTHERN SIDE OF EDWARD STREET; THENCE BY EDWARD STREET SOUTH 58 DEGREES 27 MINUTES WEST A DISTANCE OF 7.4 FEET TO A POINT ON THE SOUTH ADDITION PROPERTY LINE; THENCE BY SAID PROPERTY LINE NORTH 53 DEGREES 15 MINUTES WEST A DISTANCE OF APPROXIMATELY 158 FEET TO AN IRON PIN WHICH IS ON THE SOUTHERLY EDGE OF AN ALLEY; THENCE NORTH 58 DEGREES 26 MINUTES EAST ALONG THE SOUTHERN EDGE OF SAID ALLEY TO A POINT; THENCE SOUTH 22 DEGREES 20 MINUTES EAST TO THE POINT AND PLACE OF BEGINNING. BEING TAX PARCEL NO. 3-P2-333-50

HSBC 
636 Grand Regency Blvd
Brandon, FL 33510

+ 0131436 000002129 09HMS3 0060110 617

Lorie A Smith
David W Smith
1317 Walton St
Philipsburg PA 16866-2753

|||||

01/15/2007

DEMAND LETTER (NOTICE TO CURE DEFAULT)

**COMBINED ACT 91/ACT 6 NOTICE
TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE**

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

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

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

The name, address and phone number of the consumer credit counseling agencies serving your county are listed at the end of this notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at (800) 342-2397. Persons with impaired hearing may call (717) 780-1869.

This notice contains important legal information. If you have any questions, representatives at the consumer credit counseling agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find an attorney.

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

EXHIBIT A

HOMEOWNER' S NAME(S): LORIE A SMITH
DAVID W SMITH
PROPERTY ADDRESS: 1317 WALTON STREET
PHILIPSBURG PA 16866
ACCOUNT NUMBER: 0014560494
CURRENT LENDER/SERVICER: HSBC Mortgage Services

HOMEOWNER' S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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



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

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

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.
(If you have filed bankruptcy you will still apply for Emergency Mortgage Assistance.)

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

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

1317 WALTON STREET

PHILIPSBURG PA 16866

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS. You are due and owing approximately \$562.60 a month. You are past due since 11/05/2006.

Other fees may have also accrued on your account.

TOTAL AMOUNT PAST DUE: \$1828.45

HOW TO CURE THE DEFAULT - You may cure this default within THIRTY (30) DAYS of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1828.45, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.

Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

HSBC Mortgage Services
P.O. Box 17580
Baltimore, MD 21297

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

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

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

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

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

HOW TO CONTACT THE LENDER :

Name of Lender: HSBC Mortgage Services
Address: 636 Grand Regency Blvd., Brandon, FL 33510
Phone Number: 800-365-6730
Fax Number: 813-571-8680
Contact Information: Loss Mitigation Department

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

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



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YOU MAY ALSO HAVE THE RIGHT:

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

FOR CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY, PLEASE SEE THE ATTACHED LIST.

NOTE: Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume that the debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice, this office will: obtain verification of the debt or obtain a copy of judgement and mail you a copy of such judgement or verification. You are also advised this information which you supply to this office may be used by us in the collection of the debt. If you request this office in writing within thirty (30) days after receiving this notice, this office will provide you with the name and address of the original creditor.

Although we have requested that you make payment or provide a valid reason for nonpayment, you still have the right to make a written request, within thirty days of your receipt of this notice, for more information about the debt. Your rights are described further, hereinafter.

THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

ENCLOSURE: Validation of Debt Notice

Validation of Debt Notice

Pursuant to the Fair Debt Collection Practice Act (FDCPA) (15 USC 1692), a consumer debtor is required to be sent the following notice:

- (1) unless the consumer, within thirty (30) days after receipt of this notice, disputes the validity of the debt or any portion thereof, the debt will be assumed to be valid by the debt collector;
- (2) if the consumer notifies the debt collector in writing within the thirty (30) day period that the debt or any portion thereof is disputed, the debt collector will obtain verification of the debt or a copy of a judgement against the consumer and copy of such verification or judgement will be mailed to the consumer by the debt collector; and
- (3) upon the consumer's written request within the thirty (30) day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

Our demand for immediate payment does not eliminate your right to dispute this debt within thirty (30) days of receipt of this notice. If you choose to do so, we are required by law to cease our collection efforts until we have mailed the disputed information to you.

Although we have requested that you make payment or provide a valid reason for nonpayment, you still have the right to make a written request, within thirty (30) days of your receipt of this notice, for more information about the debt. Your rights are described further, hereinafter.

THIS NOTICE AND LETTER ARE AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. The Federal Trade Commission has ruled that the FDCPA does not preclude the institution of legal action prior to the expiration of the thirty (30) day period.

Acceptance of funds and reinstatement of the mortgage are both subject to verification by HSBC Mortgage Services. Please note that HSBC Mortgage Services may proceed with foreclosure and that fees, costs and / or advances by the mortgagee may be due in addition to the sum quoted above.

Please note further that any funds tendered will be subject to verification and correctness before the matter is concluded. Please feel free to contact HSBC Mortgage Services upon receipt of this notice should have any questions or concerns.

Date: 01/15/2007

HSBC Mortgage Services
636 Grand Regency Blvd.
Brandon, FL 33510
(800) 365-6730
www.hsbcmortgageservices.com



SSSS40

February 26, 2007

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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HOMEOWNER'S NAME(S): David W. Smith
Lorie A. Smith
PROPERTY ADDRESS: 1317 Walton Street
Philipsburg PA 16866
LOAN ACCT. NO.: 0014560494
ORIGINAL LENDER: Decision One Mortgage Company LLC
CURRENT LENDER: HSBC Mortgage Services Inc

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

face- to-face meeting.

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

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

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

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

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

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

1317 Walton Street
Philipsburg PA 16866

IS SERIOUSLY IN DEFAULT because:

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

Monthly Payments of \$562.60 for November 5, 2006 through February 5, 2007 = \$2250.40

Monthly Late Charges of \$28.13 for November 5, 2006 through February 5, 2007 = \$112.52

Other charges (explain/itemize): Other=\$12.50

TOTAL AMOUNT PAST DUE: \$2375.42

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

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2375.42, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

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

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

HOW TO CONTACT THE LENDER:

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

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

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

NOTICE

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

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

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

Keystone Economic Development Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX (814) 539-1688

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona PA 16602
(814) 944-8100
FAX (814) 944-5747

CCCS of Western PA
219-A College Park Plaza
Johnstown PA 15904
(814) 539-6335
FAX n/a

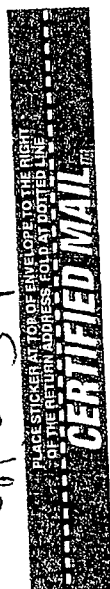
Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX (412) 465-5118

CCCS of Northeastern PA
1631 S Atherton St., Suite 100
State College, PA 16801
(814) 238-3668
FAX (814) 238-3669

0101035624

JOHNSON LAW OFFICES, P.A.
WOODCREST CORPORATE CENT.
111 WOODCREST ROAD
CHERRY HILL, NJ 08003

Lore A. Smith
111 Beaverfarm Lane
Belleville PA 19823



2555 8909 0000 0512 9002
2555 8909 0000 0512 9002

U.S. Postal Service	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at: www.usps.com	
OFFICIAL USE	
Postage	\$ 03
Certified Fee	240
Return Receipt Fee (Endorsement Required)	101
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 488
Sent To: Lore A. Smith	
Street, Apt. No. or PO Box No. 111 Beaverfarm Lane	
City, State, ZIP+4 Belleville PA 19823	
PS Form 3800, August 2005 See Reverse for Instructions	



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Lorrie A. Smith
141 Beaver farm lane
Bellfonte PA 16823

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- ☒ Registered 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 lab)

7006 2150 0000 6068 5552

PS Form 3811, February 2004

Domestic Return Receipt

102695-02-M-1540

67020350 Ref

JOHN LAW OFFICES, P.C.
WOODCREST CORPORATE CENT.
711 WOODCREST ROAD
CHERRY HILL, NJ 08003

David W. Smith
1411 Beaver farm lane
Bellevue PA 15823



5455 9909 0000 0512 9002

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 6.03
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.05
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 9.48
Sent To: David W. Smith	
Street, Apt. No., or PO Box No. 1411 Beaver farm lane	
City, State, Zip+4 Bellevue PA 15823	

Postmark Here

PS Form 3800, August 2005 See Reverse for Instructions



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

David W. Smith
141 Beaverfarm Lane
Belleville MO 63823

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

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 7006 2150 0000 6068 5545
(Transfer from service label)

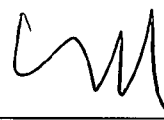
PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15/0

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

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



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

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

HSBC Mortgage Services, Inc.
577 Lamont Road
Elmhurst, IL 60126
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.
David W. Smith
Lorie A. Smith
141 Beaver Farm Lane
Bellefonte, PA 16823
Defendant(s)

NO. 07-564-CD

PRAECIPE TO FILE PROOF OF SERVICE

TO THE PROTHONOTARY:

Kindly file the attached Proofs of Service with regard to
the captioned matter.

Date: January 14, 2008

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema
Attorneys for Plaintiff
MARK J. UDREN, ESQUIRE
STUART WINNEG, ESQUIRE
LORRAINE DOYLE, ESQUIRE
ALAN M. MINATO, ESQUIRE
CHANDRA M. ARKEMA, ESQUIRE

FILED
JAN 22 2008

William A. Shaw
Prothonotary/Clerk of Courts

HSBC Mortgage Services, Inc., et. al., Plaintiff(s)

vs.
David W. Smith, et. al., Defendant(s)



Service of Process by

APS International, Ltd.

1-800-328-7171

APS International Plaza
7800 Glenroy Rd.
Minneapolis, MN 55439-3122

APS File #: 087165-0001

AFFIDAVIT OF SERVICE – Individual

UDREN LAW OFFICES

Ms. Amber Sandor

111 Woodcrest Rd, Ste 200

Cherry Hill, NJ 08003-3620

Service of Process on:

—David W. Smith, by posting
Court Case No. 07-564-CD

State of: PA ss.

County of: BLAIR

Name of Server: D.M. ELLIS, undersigned, being duly sworn, deposes and says
that at the time of service, s/he was of legal age and was not a party to this action;

Date/Time of Service: that on the 9th day of JANUARY, 20 08, at 5:40 o'clock PM

Place of Service: at 1317 Walton Street (Chester Hill Borough), in Phillipsburg, PA 16866

Documents Served: the undersigned served the documents described as:
Notice of Sheriff's Sale of Real Property w/ Order

Service of Process on: A true and correct copy of the aforesaid document(s) was served on:
David W. Smith, by posting

Person Served, and
Method of Service: ☐ By personally delivering them into the hands of the person to be served.
☐ By delivering them into the hands of _____, a person
of suitable age, who verified, or who upon questioning stated, that he/she resides with
David W. Smith, by posting
at the place of service, and whose relationship to the person is: _____

Description of Person
Receiving Documents: The person receiving documents is described as follows:
Sex ____; Skin Color ____; Hair Color ____; Facial Hair ____
Approx. Age ____; Approx. Height ____; Approx. Weight ____

☐ To the best of my knowledge and belief, said person was not engaged in the US Military at
the time of service.

Signature of Server: Undersigned declares under penalty of perjury
that the foregoing is true and correct.

D.M. ELLIS
D.M. Ellis
Signature of Server

Subscribed and sworn to before me this

10th day of JANUARY, 20 08
Marilyn A. Campbell 12-6-11
Notary Public (Commission Expires)

APS International, Ltd.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Marilyn A. Campbell, Notary Public
City Of Altoona, Blair County
My Commission Expires Dec. 6, 2011
Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

HSBC Mortgage Services, Inc.
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.
David W. Smith
Lorie A. Smith

NO. 07-564-CD

Defendant(s)

O R D E R

AND NOW, this 31st day of December, 2007, upon consideration of Plaintiff's Motion and the Affidavit of Good Faith investigation attached hereto, it is hereby ORDERED that service of the Notice of Sheriff's Sale and all subsequent pleadings on Defendant(s), David W. Smith, shall be complete when Plaintiff or its counsel or agent has mailed true and correct copies of the Notice of Sheriff's Sale and all subsequent pleadings by certified mail and regular mail to the last known address of Defendant(s), David W. Smith at 315 East Lamb Street, Bellefonte, PA 16823 and by posting the mortgaged premises located at 1317 Walton Street, Phillipsburg (Chester Hill Borough), PA 16866.

BY THE COURT:

/s/ Fredric J Ammerman

J.

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

JAN 02 2008

Attest.

W. M. Allen
Prothonotary/
Clerk of Courts

FILED

JAN 22 2000

William A. Shaw
Prothonotary/Clerk of Courts

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400 pleadings@udren.com

HSBC Mortgage Services, Inc.
577 Lamont Road
Elmhurst, IL 60126
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

David W. Smith
Lorie A. Smith
141 Beaver Farm Lane
Bellefonte, PA 16823

NO. 07-564-CD

Defendant(s)

FILED NO CC
m/11/2/08
JAN 22 2008
William A. Shaw
Prothonotary/Clerk of Courts

VERIFICATION OF SERVICE BY CERTIFIED MAIL AND
REGULAR MAIL PURSUANT TO COURT ORDER

The undersigned hereby verifies that he is counsel for Plaintiff in the above case and that pursuant to the Court order issued in this matter he mailed a true and correct copy of the Notice of Sale to Defendant(s), by certified mail and regular first class mail, to the last known address of Defendant(s) as follows:

DATE MAILED: 1/8/08

David W. Smith
315 East Lamb Street
Bellefonte, PA 16823

I verify that the statements made herein are true and correct and I understand that false statements made herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: 1/14/2008

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema
Attorneys for Plaintiff
MARK J. UDREN, ESQUIRE
STUART WINNEG, ESQUIRE
LORRAINE DOYLE, ESQUIRE
ALAN M. MINATO, ESQUIRE
CHANDRA M. ARKEMA, ESQUIRE

Name and Address of Sender
UDREN LAW OFFICES, P.C.
111 WOODCREST ROAD, SUITE 200
CERRY HILL, NJ 08003

ATTN: Amber Sandor

☐ Registered
☐ Insured
☐ COD
☐ Certified

☐ Return Receipt for Merchandise
☐ Int'l Recorded Del.
☐ Express Mail

Check appropriate block for Registered Mail:
☐ With Postal Insurance
☐ Without postal insurance

Affix stamp here if issued as certificate of mailing or for additional copies of this bill.

Postmark and Date of Receipt

Line Article Number Name of Addressee, Street, and Post Office Address

Postage

Fee

Handling Charge

Act. Value (If Regis.) Insured Value

Due Sender If COD

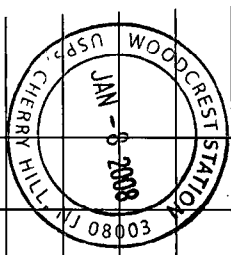
R.R. Fee

S.D. Fee

S.H. Fee

Rat. Del. Fee Remarks

1 David W. Smith
315 East Lamb Street
Bellefonte, PA 16823



Total number of Pieces Listed by Sender

Total Number of Pieces Received at Post Office

Postmaster, Per (Name of Receiving Employee)

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R930, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and forth class parcels.

PS Form 3877, February 1994

Form Must be Completed by Typewriter, Ink or Ball Point Pen

David W. Smith

Lorie A. Smith; #07020356 (Clearfield)

18

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

TO: David W. Smith
315 East Lamb Street
Bellefonte, PA 16823

NOTICE OF SHERIFF'S SALE OF R

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL™



2566 9810 1000 054E 9002
2566 9810 1000 054E 9002

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

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

OFFICIAL USE

Postage	\$.41
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.21

Postmark
Here

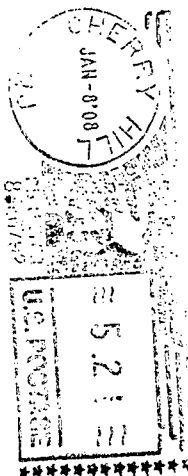
Send To

Street, Apt. No.,
or P.O. Box No.
City, State, ZIP+4

David W. Smith
315 East Lamb Street
Bellefonte, PA 16823

PS Form 3800, August 2006

See Reverse for Instructions



Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

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:

David W. Smith
315 East Lamb Street
Bellefonte, PA 16823

2. Article Number
(Transfer from service label)

7006 3450 0001 0186 9952

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

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

RB

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

HSBC Mortgage Services, Inc.
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

David W. Smith
Lorie A. Smith

NO. 07-564-CD

Defendant(s)

O R D E R

AND NOW, this 31st day of December, 2007, upon consideration of Plaintiff's Motion and the Affidavit of Good Faith investigation attached hereto, it is hereby ORDERED that service of the Notice of Sheriff's Sale and all subsequent pleadings on Defendant(s), David W. Smith, shall be complete when Plaintiff or its counsel or agent has mailed true and correct copies of the Notice of Sheriff's Sale and all subsequent pleadings by certified mail and regular mail to the last known address of Defendant(s), David W. Smith at 315 East Lamb Street, Bellefonte, PA 16823 and by posting the mortgaged premises located at 1317 Walton Street, Phillipsburg (Chester Hill Borough), PA 16866.

BY THE COURT:

/s/ Fredric J Ammerman

J.

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

JAN 02 2008

Attest.

William R. H.
Prothonotary/
Clerk of Courts

FILED

JAN 22 2008

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 4 Services

Sheriff Docket # **102674**

HSBC MORTGAGE SERVICES, INC.

Case # 07-564-CD

VS.

DAVID W. SMITH and LORIE A. SMITH

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW September 12, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO DAVID W. SMITH, DEFENDANT. 1317 WALTON ST., PHILIPSBURG, PA. "VACANT".

SERVED BY: /

FILED
02:40:30
SEP 12 2007
LM

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 4 Services

Sheriff Docket # **102674**

HSBC MORTGAGE SERVICES, INC.

Case # 07-564-CD

vs.

DAVID W. SMITH and LORIE A. SMITH

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW September 12, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO LORIE A. SMITH, DEFENDANT. 1317 WALTON ST., PHILIPSBURG, PA. "VACANT".

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102674
NO: 07-564-CD
SERVICE # 3 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC MORTGAGE SERVICES, INC.

vs.

DEFENDANT: DAVID W. SMITH and LORIE A. SMITH

SHERIFF RETURN

NOW, April 19, 2007, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DAVID W. SMITH.

NOW, April 24, 2007 AT 7:30 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DAVID W. SMITH, DEFENDANT. THE RETURN OF CENTRE COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102674
NO: 07-564-CD
SERVICE # 4 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC MORTGAGE SERVICES, INC.
vs.
DEFENDANT: DAVID W. SMITH and LORIE A. SMITH

SHERIFF RETURN

NOW, April 19, 2007, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LORIE A. SMITH.

NOW, April 24, 2007 AT 7:30 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LORIE A. SMITH, DEFENDANT. THE RETURN OF CENTRE COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102674
NO: 07-564-CD
SERVICES 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC MORTGAGE SERVICES, INC.
vs.
DEFENDANT: DAVID W. SMITH and LORIE A. SMITH

SHERIFF RETURN

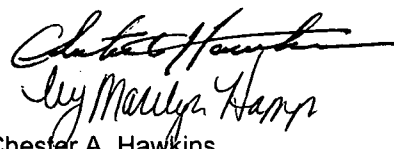
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	UDREN	87008	40.00
SHERIFF HAWKINS	UDREN	87008	60.00
CENTRE CO.	UDREN	87009	53.00
CENTRE CO.	UDREN	87082	

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

102674

SHERIFF'S OFFICE

CENTRE COUNTY

UDREN LAW OFFICES, P.C.

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

SHERIFF SERVICE		INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.	
PROCESS RECEIPT, AND AFFIDAVIT OF RETURN			
1. Plaintiff(s) HSBC Mortgage Services Inc.		2. Case Number 07-564-CD	
3. Defendant(s) David W and Lorie A Smith		4. Type of Writ or Complaint: Complaint 102255	
SERVE → AT	5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. David W Smith		
	6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) 141 Beaver Farm Lane or 315 E Lamb St., Bellefonte, PA 16823		
7. Indicate unusual service: <input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other			
Now, _____ 20____, I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. _____ Sheriff of Centre County			
8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE			

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN -- Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator UDREN LAW OFFICES, P.C. 111 WOODCREST ROAD SUITE 200 CHERRY HILL, NJ 08003	10. Telephone Number (856) 669-5400	11. Date
12. Signature		

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE									
13. I acknowledge receipt of the writ or complaint as indicated above.		SIGNATURE of Authorized CCSD Deputy of Clerk and Title			14. Date Filed		15. Expiration/Hearing Date		
TO BE COMPLETED BY SHERIFF									
16. Served and made known to David W Smith, on the 24 day of April, 20 2007, at 7:30 AM o'clock, m., at 141 Beaver Farm Lane or 315 E Lamb St., Bellefonte, PA 16823, County of Centre Commonwealth of Pennsylvania, in the manner described below: <input type="checkbox"/> Defendant(s) personally served. <input type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is defendant <input type="checkbox"/> Adult in charge of Defendant's residence. <input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) resides(s). <input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business. _____ and officer of said Defendant company. Other _____									
On the _____ day of _____, 20____, at _____ o'clock, _____ M. Defendant not found because: <input type="checkbox"/> Moved <input type="checkbox"/> Unknown <input type="checkbox"/> No Answer <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____									
Remarks:									
Advance Costs 100.00	Docket 9.00	Service 15.00	Sur Charge 20.00	Affidavit 3.50	Mileage 3.50	Postage	Misc. 2.00	Total Costs 53.00	Costs Due or Refund (47.00)
17. AFFIRMED and subscribed to before me this _____				So Answer				19. Date	
20. day of _____ 20____				18. Signature of Dep. Sheriff				4/25/07	
23. _____ Notary Public				21. Signature of Sheriff				22. Date	
My Commission Expires				SHERIFF OF CENTRE COUNTY					
				Amount Pd.				Page	
24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE.								25. Date Received	

SHERIFF'S OFFICE

CENTRE COUNTY

UDREN LAW OFFICES, P.C.

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

SHERIFF SERVICE		INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.	
PROCESS RECEIPT, AND AFFIDAVIT OF RETURN			
1. Plaintiff(s) HSBC Mortgage Services Inc.		2. Case Number 07-564-CD	
3. Defendant(s) David W and Lorie A Smith		4. Type of Writ or Complaint: Complaint 102255	
SERVE → AT	5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. Lorie A Smith		
	6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) 141 Beaver Farm Lane, Bellefonte, PA 16823		
7. Indicate unusual service: <input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other			
Now, _____ 20____, I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. _____ Sheriff of Centre County			
8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE			
NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.			
9. Print/Type Name and Address of Attorney/Originator UDREN LAW OFFICES, P.C. 111 WOODCREST ROAD SUITE 200 CHERRY HILL, NJ 08003		10. Telephone Number (856) 669-5400	11. Date
		12. Signature	
SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE			
13. I acknowledge receipt of the writ or complaint as indicated above.		SIGNATURE of Authorized CCSD Deputy of Clerk and Title	
		14. Date Filed	
		15. Expiration/Hearing Date	
TO BE COMPLETED BY SHERIFF			
16. Served and made known to David W Smith, on the 24 day of April, 20 2007, at 7:30 AM o'clock, m., at 141 Beaver Farm Lane, Bellefonte, PA 16823, County of Centre Commonwealth of Pennsylvania, in the manner described below: <input type="checkbox"/> Defendant(s) personally served. <input type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is spouse <input type="checkbox"/> Adult in charge of Defendant's residence. <input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) resides(s). <input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business. _____ and officer of said Defendant company. Other _____			
On the _____ day of _____, 20____, at _____ o'clock, _____ M. Defendant not found because: <input type="checkbox"/> Moved <input type="checkbox"/> Unknown <input type="checkbox"/> No Answer <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____			
Remarks:			
Advance Costs 100.00	Docket 9.00	Service 15.00	Sur Charge 20.00
Affidavit 3.50	Mileage 3.50	Postage	Misc. 2.00
Total Costs 53.00		Costs Due or Refund (47.00)	
17. AFFIRMED and subscribed to before me this _____ 20. day of _____ 20____ 23. _____ Notary Public		So Answer. 18. Signature of Dep. Sheriff 21. Signature of Sheriff SHERIFF OF CENTRE COUNTY Amount Pd. _____ Page _____	
My Commission Expires _____		19. Date 9/25/07 22. Date	
24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE.		25. Date Received	



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986

FAX (814) 765-5915

ROBERT SNYDER
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

KAREN BAUGHMAN
CLERK TYPIST

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE: 102674

HSBC MORTGAGE SERVICES, INC.

vs.

DAVID W. SMITH and LORIE A. SMITH

TERM & NO. 07-564-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 05/11/07

HEARING:

MAKE REFUND PAYABLE TO UDREN LAW OFFICES

SERVE: DAVID W. SMITH

ADDRESS: **141 BEAVERFARM LANE** or **315 E. LAMB ST.**, BELLEFONTE, PA 16823

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF CENTRE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, April 19, 2007.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986

FAX (814) 765-5915

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CHIEF DEPUTY

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 102674

HSBC MORTGAGE SERVICES, INC.

vs.

DAVID W. SMITH and LORIE A. SMITH

TERM & NO. 07-564-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 05/11/07

HEARING:

MAKE REFUND PAYABLE TO UDREN LAW OFFICES

SERVE: LORIE A. SMITH

ADDRESS: 141 BEAVER FARM LANE, BELLEFONTE, PA 16823

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF CENTRE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, April 19, 2007.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

ATTORNEY FOR PLAINTIFF

WE HEREBY CERTIFY THE
WITHIN TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL

HSBC Mortgage Services, Inc.
577 Lamont Road
Elmhurst, IL 60126
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

v.

David W. Smith
Lorie A. Smith
141 Beaver Farm Lane
Bellefonte, PA 16823
Defendant(s)

NO. 07-564-00

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

APR 11 2007

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

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

AVISO

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

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

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

NOTICE

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

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

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

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

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

Assignor: Mortgage Electronic Registration Systems, Inc.

Assignments of Record to: HSBC Mortgage Services, Inc.

Recording Date: **LODGED FOR RECORDING**

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

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

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 1317 Walton Street

MUNICIPALITY/TOWNSHIP/BOROUGH: Chester Hill Borough

COUNTY: Clearfield

DATE EXECUTED: 5/5/06

DATE RECORDED: 5/26/06 INSTRUMENT #: 200608427

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

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

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

(a) by failing or refusing to pay the installments of principal and interest when due in the amounts indicated below;

(b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of 2/16/07:

Principal of debt due	\$63,856.63
Unpaid Interest at 10.02%* from 10/5/06 to 2/16/07 (the per diem interest accruing on this debt is \$17.53 and that sum should be added each day after 2/16/07)	2,326.47
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Late Charges (monthly late charge of \$28.13 should be added in accordance with the terms of the note each month after 2/16/07)	84.39
Attorneys Fees (anticipated and actual to 5% of principal)	<u>3,192.83</u>
TOTAL	\$70,065.32

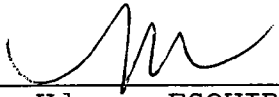
*This interest rate is subject to adjustment as more fully set forth in the Note and Mortgage.

7. The attorney's fee set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in

accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$70,065.32 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



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

Legal Description

ALL THOSE TWO TRACTS OR PARCEL OF LAND LOCATED AND SITUATE IN THE BOROUGH OF CHESTER HILL, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

PREMIES "A"

THE FIRST THEREOF: BEGINNING AT THE SOUTHERN CORNER OF LOT NOW OR FORMERLY OF LLOYD DAVIS JR. AND LAND NOW OR FORMERLY OF LEWIS STEIN; THENCE IN A SOUTHERLY DIRECTION ALONG THE LANDS OF A SAID LEWIS STEIN A DISTANCE OF TWO HUNDRED FEET TO A POINT; THENCE AT RIGHT ANGLES AND IN A WESTERLY DIRECTION AND PARALLEL WITH THE STATE HIGHWAY, A DISTANCE OF FIFTY FEET TO A POINT OF LANDS NOW OR FORMERLY OF ELLSWORTH DAVIS; THENCE IN A NORTHERLY DIRECTION THROUGH LANDS OF SAID ELLSWORTH DAVIS, A DISTANCE OF TWO HUNDRED FEET TO THE SOUTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF LLOYD DAVIS, JR.; THENCE IN AN EASTERLY DIRECTION ALONG THE LANDS NOW OR FORMERLY OF LLOYD DAVIS, JR., A DISTANCE OF FIFTY FEET TO THE LINE OF LEWIS STEIN AND THE PLACE OF BEGINNING. BEING TAX PARCEL NO. 3-P2-333-29.

PREMISES "B"

THE SECOND THEREOF: BEGINNING AT A POINT ON THE NORTHERN SIDE OF EDWARD STREET; THENCE BY EDWARD STREET SOUTH 58 DEGREES 27 MINUTES WEST A DISTANCE OF 7.4 FEET TO A POINT ON THE SOUTH ADDITION PROPERTY LINE; THENCE BY SAID PROPERTY LINE NORTH 53 DEGREES 15 MINUTES WEST A DISTANCE OF APPROXIMATELY 158 FEET TO AN IRON PIN WHICH IS ON THE SOUTHERLY EDGE OF AN ALLEY; THENCE NORTH 58 DEGREES 26 MINUTES EAST ALONG THE SOUTHERN EDGE OF SAID ALLEY TO A POINT; THENCE SOUTH 22 DEGREES 20 MINUTES EAST TO THE POINT AND PLACE OF BEGINNING. BEING TAX PARCEL NO. 3-P2-333-50



636 Grand Regency Blvd
Brandon, FL 33510

4 0131436 000002129 09HNS3 00b0110 617

Lorie A Smith
David W Smith
1317 Walton St
Philipsburg PA 16866-2753

|||||

01/15/2007

DEMAND LETTER (NOTICE TO CURE DEFAULT)

**COMBINED ACT 91/ACT 6 NOTICE
TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE**

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

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

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

The name, address and phone number of the consumer credit counseling agencies serving your county are listed at the end of this notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at (800) 342-2397. Persons with impaired hearing may call (717) 780-1869.

This notice contains important legal information. If you have any questions, representatives at the consumer credit counseling agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find an attorney.

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

EXHIBIT A

HOMEOWNER' S NAME(S): LORIE A SMITH
DAVID W SMITH

PROPERTY ADDRESS: 1317 WALTON STREET
PHILIPSBURG PA 16866

ACCOUNT NUMBER: 0014560494

CURRENT LENDER/SERVICER: HSBC Mortgage Services

HOMEOWNER' S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

1317 WALTON STREET

PHILIPSBURG PA 16866

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS. You are due and owing approximately \$562.60 a month. You are past due since 11/05/2006.

Other fees may have also accrued on your account.

TOTAL AMOUNT PAST DUE: \$1828.45

HOW TO CURE THE DEFAULT - You may cure this default within THIRTY (30) DAYS of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1828.45, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.

Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

HSBC Mortgage Services
P.O. Box 17580
Baltimore, MD 21297

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

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

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

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

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

HOW TO CONTACT THE LENDER :

Name of Lender: HSBC Mortgage Services
Address: 636 Grand Regency Blvd., Brandon, FL 33510
Phone Number: 800-365-6730
Fax Number: 813-571-8680
Contact Information: Loss Mitigation Department

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

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



4000000

YOU MAY ALSO HAVE THE RIGHT:

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

FOR CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY, PLEASE SEE THE ATTACHED LIST.

NOTE: Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume that the debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice, this office will: obtain verification of the debt or obtain a copy of judgement and mail you a copy of such judgement or verification. You are also advised this information which you supply to this office may be used by us in the collection of the debt. If you request this office in writing within thirty (30) days after receiving this notice, this office will provide you with the name and address of the original creditor.

Although we have requested that you make payment or provide a valid reason for nonpayment, you still have the right to make a written request, within thirty days of your receipt of this notice, for more information about the debt. Your rights are described further, hereinafter.

THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

ENCLOSURE: Validation of Debt Notice

Validation of Debt Notice

Pursuant to the Fair Debt Collection Practice Act (FDCPA) (15 USC 1692), a consumer debtor is required to be sent the following notice:

- (1) unless the consumer, within thirty (30) days after receipt of this notice, disputes the validity of the debt or any portion thereof, the debt will be assumed to be valid by the debt collector;
- (2) if the consumer notifies the debt collector in writing within the thirty (30) day period that the debt or any portion thereof is disputed, the debt collector will obtain verification of the debt or a copy of a judgement against the consumer and copy of such verification or judgement will be mailed to the consumer by the debt collector; and
- (3) upon the consumer's written request within the thirty (30) day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

Our demand for immediate payment does not eliminate your right to dispute this debt within thirty (30) days of receipt of this notice. If you choose to do so, we are required by law to cease our collection efforts until we have mailed the disputed information to you.

Although we have requested that you make payment or provide a valid reason for nonpayment, you still have the right to make a written request, within thirty (30) days of your receipt of this notice, for more information about the debt. Your rights are described further, hereinafter.

THIS NOTICE AND LETTER ARE AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. The Federal Trade Commission has ruled that the FDCPA does not preclude the institution of legal action prior to the expiration of the thirty (30) day period.

Acceptance of funds and reinstatement of the mortgage are both subject to verification by HSBC Mortgage Services. Please note that HSBC Mortgage Services may proceed with foreclosure and that fees, costs and / or advances by the mortgagee may be due in addition to the sum quoted above.

Please note further that any funds tendered will be subject to verification and correctness before the matter is concluded. Please feel free to contact HSBC Mortgage Services upon receipt of this notice should have any questions or concerns.

Date: 01/15/2007

HSBC Mortgage Services
636 Grand Regency Blvd.
Brandon, FL 33510
(800) 365-6730
www.hsbcmortgageservices.com

February 26, 2007

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HOMEOWNER'S NAME(S): David W. Smith
Lorie A. Smith
PROPERTY ADDRESS: 1317 Walton Street
Philipsburg PA 16866
LOAN ACCT. NO.: 0014560494
ORIGINAL LENDER: Decision One Mortgage Company LLC
CURRENT LENDER: HSBC Mortgage Services Inc

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

face- to-face meeting.

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

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

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

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

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

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

1317 Walton Street
Philipsburg PA 16866

IS SERIOUSLY IN DEFAULT because:

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

Monthly Payments of \$562.60 for November 5, 2006 through February 5, 2007 = \$2250.40

Monthly Late Charges of \$28.13 for November 5, 2006 through February 5, 2007 = \$112.52

Other charges (explain/itemize): Other=\$12.50

TOTAL AMOUNT PAST DUE: \$2375.42

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

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2375.42. PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** ~~Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:~~

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

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

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

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

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender/Servicer:	HSBC Mortgage Services Inc
Address:	636 Grand Regency Blvd. Brandon FL 33510
Phone Number:	(800) 333-7023
Fax Number:	N/A
Contact Person:	Customer Service

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

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

NOTICE

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

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

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

Keystone Economic Development Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX (814) 539-1688

Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX (412) 465-5118

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona PA 16602
(814) 944-8100
FAX (814) 944-5747

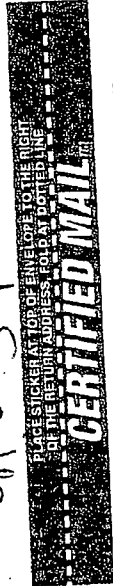
CCCS of Northeastern PA
1631 S Atherton St., Suite 100
State College, PA 16801
(814) 238-3668
FAX (814) 238-3669

CCCS of Western PA
219-A College Park Plaza
Johnstown PA 15904
(814) 539-6335
FAX n/a

6102035424

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

Louie A. Smith
141 Beaverfarm Lane
Belleville PA 19823



2555 9909 0000 0512 9007
2555 9909 0000 0512 9007

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only, No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 63
Certified Fee	240
Return Receipt Fee (Endorsement Required)	101
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 404
Sent To: Louie A. Smith	
Street, Apt. No. or PO Box No. 141 Beaverfarm Lane	
City, State, ZIP+4 Belleville PA 19823	
PS Form 3800, August 2005 See Reverse for Instructions	



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Levi A. Smith
141 Beaver Creek Lane
Bellmont PA 16813

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

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 lab)

7006 2150 0000 6068 5552

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

0102030405

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

David W. Smith
141 Beaver farm lane
Belletonte PA 16823

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLLOWING LINE
CERTIFIED MAIL



5455 8909 0000 0512 9002
5455 8909 0000 0512 9002



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

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

OFFICIAL USE

Postage	\$ 603	Postmark Here
Certified Fee	290	
Return Receipt Fee (Endorsement Required)	100	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 993	

PS Form 3800, August 2006 See Reverse for Instructions

Send To: David W. Smith
Street, Apt. No. or PO Box No.: 141 Beaver farm lane
City, State, ZIP+4: Belletonte PA 16823

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:

David W Smith
1411 Beaverfarm lane
Bellevue WA 98003

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

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 2150 0000 6068 5545

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-14-1540

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

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



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

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

ATTORNEY FOR PLAINTIFF

**WE HEREBY CERTIFY THE
WITHIN TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL**

HSBC Mortgage Services, Inc.
577 Lamont Road
Elmhurst, IL 60126
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

v.

David W. Smith
Lorie A. Smith
141 Beaver Farm Lane
Bellefonte, PA 16823
Defendant(s)

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.
NO. 07-564-CD

APR 11 2007

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

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

AVISO

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

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

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

NOTICE

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

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

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

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

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

Assignor: Mortgage Electronic Registration Systems, Inc.

Assignments of Record to: HSBC Mortgage Services, Inc.

Recording Date: **LODGED FOR RECORDING**

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

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

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 1317 Walton Street

MUNICIPALITY/TOWNSHIP/BOROUGH: Chester Hill Borough

COUNTY: Clearfield

DATE EXECUTED: 5/5/06

DATE RECORDED: 5/26/06 INSTRUMENT #: 200608427

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

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

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

(a) by failing or refusing to pay the installments of principal and interest when due in the amounts indicated below;

(b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of 2/16/07:

Principal of debt due	\$63,856.63
Unpaid Interest at 10.02%* from 10/5/06 to 2/16/07 (the per diem interest accruing on this debt is \$17.53 and that sum should be added each day after 2/16/07)	2,326.47
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Late Charges (monthly late charge of \$28.13 should be added in accordance with the terms of the note each month after 2/16/07)	84.39
Attorneys Fees (anticipated and actual to 5% of principal)	<u>3,192.83</u>
TOTAL	\$70,065.32

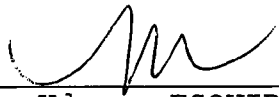
*This interest rate is subject to adjustment as more fully set forth in the Note and Mortgage.

7. The attorney's fee set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in

accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$70,065.32 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



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

Legal Description

ALL THOSE TWO TRACTS OR PARCEL OF LAND LOCATED AND SITUATE IN THE BOROUGH OF CHESTER HILL, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

PREMIES "A"

THE FIRST THEREOF: BEGINNING AT THE SOUTHERN CORNER OF LOT NOW OR FORMERLY OF LLOYD DAVIS JR. AND LAND NOW OR FORMERLY OF LEWIS STEIN; THENCE IN A SOUTHERLY DIRECTION ALONG THE LANDS OF A SAID LEWIS STEIN A DISTANCE OF TWO HUNDRED FEET TO A POINT; THENCE AT RIGHT ANGLES AND IN A WESTERLY DIRECTION AND PARALLEL WITH THE STATE HIGHWAY, A DISTANCE OF FIFTY FEET TO A POINT OF LANDS NOW OR FORMERLY OF ELLSWORTH DAVIS; THENCE IN A NORTHERLY DIRECTION THROUGH LANDS OF SAID ELLSWORTH DAVIS, A DISTANCE OF TWO HUNDRED FEET TO THE SOUTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF LLOYD DAVIS, JR; THENCE IN AN EASTERLY DIRECTION ALONG THE LANDS NOW OR FORMERLY OF LLOYD DAVIS, JR., A DISTANCE OF FIFTY FEET TO THE LINE OF LEWIS STEIN AND THE PLACE OF BEGINNING. BEING TAX PARCEL NO. 3-P2-333-29.

PREMISES "B"

THE SECOND THEREOF: BEGINNING AT A POINT ON THE NORTHERN SIDE OF EDWARD STREET; THENCE BY EDWARD STREET SOUTH 58 DEGREES 27 MINUTES WEST A DISTANCE OF 7.4 FEET TO A POINT ON THE SOUTH ADDITION PROPERTY LINE; THENCE BY SAID PROPERTY LINE NORTH 53 DEGREES 15 MINUTES WEST A DISTANCE OF APPROXIMATELY 158 FEET TO AN IRON PIN WHICH IS ON THE SOUTHERLY EDGE OF AN ALLEY; THENCE NORTH 58 DEGREES 26 MINUTES EAST ALONG THE SOUTHERN EDGE OF SAID ALLEY TO A POINT; THENCE SOUTH 22 DEGREES 20 MINUTES EAST TO THE POINT AND PLACE OF BEGINNING. BEING TAX PARCEL NO. 3-P2-333-50

HSBC 
636 Grand Regency Blvd
Brandon, FL 33510

+ 0131436 000002129 09KMS3 0060110 617

Lorie A Smith
David W Smith
1317 Walton St
Philipsburg PA 16866-2753

|||||

01/15/2007

DEMAND LETTER (NOTICE TO CURE DEFAULT)

**COMBINED ACT 91/ACT 6 NOTICE
TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE**

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

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

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

The name, address and phone number of the consumer credit counseling agencies serving your county are listed at the end of this notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at (800) 342-2397. Persons with impaired hearing may call (717) 780-1869.

This notice contains important legal information. If you have any questions, representatives at the consumer credit counseling agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find an attorney.

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

EXHIBIT A

HOMEOWNER' S NAME(S): LORIE A SMITH
DAVID W SMITH
PROPERTY ADDRESS: 1317 WALTON STREET
PHILIPSBURG PA 16866
ACCOUNT NUMBER: 0014560494
CURRENT LENDER/SERVICER: HSBC Mortgage Services

HOMEOWNER' S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

1317 WALTON STREET

PHILIPSBURG PA 16866

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS. You are due and owing approximately \$562.60 a month. You are past due since 11/05/2006.

Other fees may have also accrued on your account.

TOTAL AMOUNT PAST DUE: \$1828.45

HOW TO CURE THE DEFAULT - You may cure this default within THIRTY (30) DAYS of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1828.45, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.

Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

HSBC Mortgage Services
P.O. Box 17580
Baltimore, MD 21297

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

1. Name: _____
 2. Address: _____
 3. City: _____
 4. State: _____
 5. Zip: _____
 6. Phone: _____
 7. E-mail: _____
 8. Date: _____
 9. Time: _____
 10. Page: _____

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

Name of Lender: HSBC Mortgage Services
Address: 636 Grand Regency Blvd., Brandon, FL 33510
Phone Number: 800-365-6730
Fax Number: 813-571-8680
Contact Information: Loss Mitigation Department

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

YOU MAY ALSO HAVE THE RIGHT:

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

FOR CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY, PLEASE SEE THE ATTACHED LIST.

NOTE: Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume that the debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice, this office will: obtain verification of the debt or obtain a copy of judgement and mail you a copy of such judgement or verification. You are also advised this information which you supply to this office may be used by us in the collection of the debt. If you request this office in writing within thirty (30) days after receiving this notice, this office will provide you with the name and address of the original creditor.

Although we have requested that you make payment or provide a valid reason for nonpayment, you still have the right to make a written request, within thirty days of your receipt of this notice, for more information about the debt. Your rights are described further, hereinafter.

THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

ENCLOSURE: Validation of Debt Notice

Validation of Debt Notice

Pursuant to the Fair Debt Collection Practice Act (FDCPA) (15 USC 1692), a consumer debtor is required to be sent the following notice:

- (1) unless the consumer, within thirty (30) days after receipt of this notice, disputes the validity of the debt or any portion thereof, the debt will be assumed to be valid by the debt collector;
- (2) if the consumer notifies the debt collector in writing within the thirty (30) day period that the debt or any portion thereof is disputed, the debt collector will obtain verification of the debt or a copy of a judgement against the consumer and copy of such verification or judgement will be mailed to the consumer by the debt collector; and
- (3) upon the consumer's written request within the thirty (30) day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

Our demand for immediate payment does not eliminate your right to dispute this debt within thirty (30) days of receipt of this notice. If you choose to do so, we are required by law to cease our collection efforts until we have mailed the disputed information to you.

Although we have requested that you make payment or provide a valid reason for nonpayment, you still have the right to make a written request, within thirty (30) days of your receipt of this notice, for more information about the debt. Your rights are described further, hereinafter.

THIS NOTICE AND LETTER ARE AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. The Federal Trade Commission has ruled that the FDCPA does not preclude the institution of legal action prior to the expiration of the thirty (30) day period.

Acceptance of funds and reinstatement of the mortgage are both subject to verification by HSBC Mortgage Services. Please note that HSBC Mortgage Services may proceed with foreclosure and that fees, costs and / or advances by the mortgagee may be due in addition to the sum quoted above.

Please note further that any funds tendered will be subject to verification and correctness before the matter is concluded. Please feel free to contact HSBC Mortgage Services upon receipt of this notice should have any questions or concerns.

Date: 01/15/2007

HSBC Mortgage Services
636 Grand Regency Blvd.
Brandon, FL 33510
(800) 365-6730
www.hsbcmortgageservices.com



0555540*

February 26, 2007

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HOMEOWNER'S NAME(S): David W. Smith
Lorie A. Smith
PROPERTY ADDRESS: 1317 Walton Street
Philipsburg PA 16866
LOAN ACCT. NO.: 0014560494
ORIGINAL LENDER: Decision One Mortgage Company LLC
CURRENT LENDER: HSBC Mortgage Services Inc

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

face- to-face meeting.

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

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

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

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

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

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

1317 Walton Street
Philipsburg PA 16866

IS SERIOUSLY IN DEFAULT because:

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

Monthly Payments of \$562.60 for November 5, 2006 through February 5, 2007 = \$2250.40

Monthly Late Charges of \$28.13 for November 5, 2006 through February 5, 2007 = \$112.52

Other charges (explain/itemize): Other=\$12.50

TOTAL AMOUNT PAST DUE: \$2375.42

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

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2375.42** PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender/Service:	HSBC Mortgage Services Inc
Address:	636 Grand Regency Blvd. Brandon FL 33510
Phone Number:	(800) 333-7023
Fax Number:	N/A
Contact Person:	Customer Service

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

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

NOTICE

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

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

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

Keystone Economic Development Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX (814) 539-1688

Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX (412) 465-5118

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona PA 16602
(814) 944-8100
FAX (814) 944-5747

CCCS of Northeastern PA
1631 S Atherton St., Suite 100
State College, PA 16801
(814) 238-3668
FAX (814) 238-3669

CCCS of Western PA
219-A College Park Plaza
Johnstown PA 15904
(814) 539-6335
FAX n/a

0102035424

ADREN LAW OFFICES, P.C.
WOODCREST CORPORATE CENT
111 WOODCREST ROAD
CHERRY HILL, NJ 08002

Lorie A. Smith
141 Beaverfarm Lane
Belleville PA 19823



2555 9909 0000 0512 9002
2555 9909 0000 0512 9002

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at: www.usps.com	
OFFICIAL USE	
Postage	\$ 63
Certified Fee	240
Return Receipt Fee (Endorsement Required)	101
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 488
Sent To: Lorie A. Smith	
Street, Apt. No., or PO Box No.: 141 Beaverfarm Lane	
City, State, ZIP+4: Belleville PA 19823	
PS Form 3800, August 2006 See Reverse for Instructions	



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Lore A. Smith
141 Beaver Creek Lane
Belmont CA 94823

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

B. Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

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

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

7006 2150 0000 6068 5552

(Transfer from service lab)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

0020300000

JOHN LAW OFFICES, P.C.
1000 WEST CORPORATE CENT.
111 WOODCREST ROAD
CHERRY HILL, NJ 08003

David W. Smith
141 Beaver farm lane
Bellevue VA 22013

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD TO FOLLOW LINE.
CERTIFIED MAIL



5455 8909 0000 0512 9000
5455 8909 0000 0512 9000

U.S. Postal Service
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information, visit our website at www.usps.com

OFFICIAL USE	
Postage	\$ 103
Certified Fee	240
Return Receipt Fee (Endorsement Required)	105
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 448

Sent To: David W. Smith
Street, Apt. No., or PO Box No.: 141 Beaver farm lane
City, State, ZIP+4: Bellevue VA 22013

PS Form 3800, August 2005 See Reverse for Instructions



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

David W Smith
1411 Beaverfarm lane
Bellevue WA 98003

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

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 2150 0000 6068 5545

PS Form 3811, February 2004

Domestic Return Receipt

102695-02-14-1540

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

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



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

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

ATTORNEY FOR PLAINTIFF

HSBC Mortgage Services, Inc.
577 Lamont Road
Elmhurst, IL 60126
Plaintiff

v.

David W. Smith
Lorie A. Smith
141 Beaver Farm Lane
Bellefonte, PA 16823
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 07-564-CD

FILED

SEP 18 2007

William A. Shaw
Prothonotary/Clerk of Courts

NOTICE TO DEFT.
NO C/C

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

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against the Defendant(s) David W. Smith and Lorie A. Smith for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$70,065.32
Interest Per Complaint	3,733.89
From 2/17/07 to 9/17/07	
Late charges per Complaint	<u>196.91</u>
From 2/17/07 to 9/17/07	
TOTAL	<u>\$73,996.12</u>

I hereby certify that (1) the addresses of the Plaintiff and Defendant are as shown above, and (2) that notice has been given in accordance with Rule 237.1, a copy of which is attached hereto.

UDREN LAW OFFICES, P.C.

Mark J. Udren, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: Sept. 18, 2007

PRO PROTHY

FILED

SEP 18 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

ATTORNEY FOR PLAINTIFF

HSBC Mortgage Services, Inc.
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

David W. Smith
Lorie A. Smith
Defendant(s)

NO. 07-564-CD

TO: David W. Smith
141 Beaver Farm Lane
Bellefonte, PA 16823

DATE of Notice: May 15, 2007

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 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.


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

NOTIFICACION IMPORTANTE

USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER TOMADO LA ACCION REQUIRIDA DE SU PARTE EN ESTE CASO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE UN TERMINO DE DIEZ (10) DIAS DE ESTA NOTIFICACION, EL TRIBUNAL PODRA, SIN NECESIDAD DE COMPARARECER USTED EN CORTE O ESCUCHAR PREUBA ALGUNA, DICTAR SENTENCIA EN SU CONTRA, USTED PUEDE PERDER BIENES Y OTROS DERECHOS, IMPORTANTES. DEBE LLEVAR ESTA NOTIFICACION A UN ABOGADO INMEDIATAMENTE SI USTED NO TIENE ABOGADO, O SI NO TIENE DINERO SUFICIENTE PARA TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA, CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL
LAWYER REFERRAL SERVICE
David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x 5982

NOTICE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR AND THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.


Mark J. Udren, Esquire
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, New Jersey 08003-3620

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

ATTORNEY FOR PLAINTIFF

HSBC Mortgage Services, Inc.
Plaintiff

v.

David W. Smith
Lorie A. Smith
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 07-564-CD

TO: Lorie A. Smith
141 Beaver Farm Lane
Bellefonte, PA 16823

DATE of Notice: May 15, 2007

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 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.

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

NOTIFICACION IMPORTANTE

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SERVICIO DE REFERENCIA LEGAL
LAWYER REFERRAL SERVICE
David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x 5982

NOTICE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR AND THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

/s/
Mark J. Udren, Esquire
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, New Jersey 08003-3620

UDREN LAW OFFICES, P.C.
 BY: Mark J. Udren, Esquire
 ATTY I.D. NO. 04302
 WOODCREST CORPORATE CENTER
 111 WOODCREST ROAD, SUITE 200
 CHERRY HILL, NJ 08003-3620
 856-482-6900

ATTORNEY FOR PLAINTIFF

HSBC Mortgage Services, Inc.
 577 Lamont Road
 Elmhurst, IL 60126
 Plaintiff

COURT OF COMMON PLEAS
 CIVIL DIVISION
 Clearfield County

MORTGAGE FORECLOSURE

v.
 David W. Smith
 Lorie A. Smith
 141 Beaver Farm Lane
 Bellefonte, PA 16823
 Defendant(s)

NO. 07-564-CD

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF Minnesota :
 COUNTY OF Dakota : SS

THE UNDERSIGNED being duly sworn, deposes and says that the averments herein are based upon investigations made and records maintained by us either as Plaintiff or as servicing agent of the Plaintiff herein and that the above Defendant(s) are not in the Military or Naval Service of the United States of America or its Allies as defined in the Soldiers and Sailors Civil Relief Act of 1940, as amended, and that the age and last known residence and employment of each Defendant are as follows:

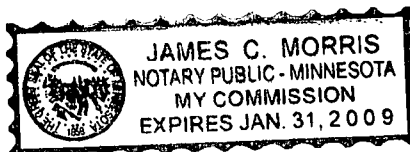
Defendant: David W. Smith
 Age: Over 18
 Residence: As captioned above
 Employment: Unknown

Defendant: Lorie A. Smith
 Age: Over 18
 Residence: As captioned above
 Employment: Unknown

Sworn to and subscribed
 before me this 20 day
 of April 2007.

Notary Public

Name: 
 Title: JEANELLE GRAY Attorney in Fact
 Company: HSBC Mortgage Services, Inc.



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

ATTORNEY FOR PLAINTIFF

HSBC Mortgage Services, Inc.
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

David W. Smith
Lorie A. Smith
Defendant(s)

NO. 07-564-CD

TO: Lorie A. Smith
141 Beaver Farm Lane
Bellefonte, PA 16823

NOTICE

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

Prothonotary

- ☒ Judgment by Default
- ☐ Money Judgment
- ☐ Judgment in Replevin
- ☐ Judgment for Possession
- ☐ Judgment on Award of Arbitration
- ☐ Judgment on Verdict
- ☐ Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-669-5400

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

ATTORNEY FOR PLAINTIFF

HSBC Mortgage Services, Inc.
577 Lamont Road
Elmhurst, IL 60126
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

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

MORTGAGE FORECLOSURE


SEP 18 2007

v.

David W. Smith
Lorie A. Smith
141 Beaver Farm Lane
Bellefonte, PA 16823
Defendant(s)

NO. 07-564-CD

Attest.


Prothonotary/
Clerk of Courts

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

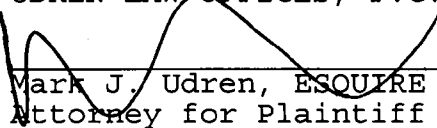
TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against the Defendant(s) David W. Smith and Lorie A. Smith for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$70,065.32
Interest Per Complaint	3,733.89
From 2/17/07 to 9/17/07	
Late charges per Complaint	<u>196.91</u>
From 2/17/07 to 9/17/07	
TOTAL	<u>\$73,996.12</u>

I hereby certify that (1) the addresses of the Plaintiff and Defendant are as shown above, and (2) that notice has been given in accordance with Rule 237.1, a copy of which is attached hereto.

UDREN LAW OFFICES, P.C.


Mark J. Udren, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: Sept. 18, 2007


PRO PROTHY

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

ATTORNEY FOR PLAINTIFF

HSBC Mortgage Services, Inc.
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 07-564-CD

David W. Smith
Lorie A. Smith
Defendant(s)

TO: David W. Smith
141 Beaver Farm Lane
Bellefonte, PA 16823

NOTICE

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Prothonotary

☒ Judgment by Default
☐ Money Judgment
☐ Judgment in Replevin
☐ Judgment for Possession
☐ Judgment on Award of Arbitration
☐ Judgment on Verdict
☐ Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-669-5400

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

ATTORNEY FOR PLAINTIFF

HSBC Mortgage Services, Inc.
577 Lamont Road
Elmhurst, IL 60126
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

v.

David W. Smith
Lorie A. Smith
141 Beaver Farm Lane
Bellefonte, PA 16823
Defendant(s)

NO. 07-564-CD

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


TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against the Defendant(s) David W. Smith and Lorie A. Smith for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$70,065.32
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Late charges per Complaint	<u>196.91</u>
From 2/17/07 to 9/17/07	
TOTAL	<u>\$73,996.12</u>

I hereby certify that (1) the addresses of the Plaintiff and Defendant are as shown above, and (2) that notice has been given in accordance with Rule 237.1, a copy of which is attached hereto.

UDREN LAW OFFICES, P.C.


Mark J. Udren, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: SEPT. 18 2007


PRO PROTHY

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

HSBC Mortgage Services, Inc.
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 07-564-CD

David W. Smith
Lorie A. Smith
Defendant(s)

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

SEP 18 2007

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Please issue Writ of Execution in the above matter:

Amount due \$73,996.12

Interest From 9/18/07
to Date of Sale _____

Ongoing Per Diem of \$17.53
to actual date of sale including if sale is
held at a later date

(Costs to be added) \$ _____

Prothonotary costs \$125.00

UDREN LAW OFFICES, P.C.

Mark J. Udren
Mark J. Udren, ESQUIRE
ATTORNEY FOR PLAINTIFF

FILED

SEP 18 2007

W. 12:10/14
William A. Shaw
Prothonotary/Clerk of Courts

2 CRIM &
6 Writs to
SHAW

Prothonotary/Clerk of Courts
William A. Shaw

SEP 18 2007

FILED

Prothonotary/Clerk of Courts

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

ATTORNEY FOR PLAINTIFF

HSBC Mortgage Services, Inc.
Plaintiff

v.

David W. Smith
Lorie A. Smith

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 07-564-CD

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

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

1317 Walton Street
(Chester Hill Borough)
Phillipsburg, PA 16866
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$73,996.12

Interest From 9/18/07

to Date of Sale _____

Ongoing Per Diem of \$17.53

to actual date of sale including if sale is
held at a later date

(Costs to be added)

\$ _____

Prothonotary costs ^{125.00}

By



Prothonotary

Clerk

Date 9-18-07

COURT OF COMMON PLEAS
NO. 07-564-CD

=====

HSBC Mortgage Services, Inc.

vs.

David W. Smith
Lorie A. Smith

=====

WRIT OF EXECUTION

=====

REAL DEBT \$ 73,996.12

INTEREST \$ _____

from 9/18/07

to Date of Sale _____

Ongoing Per Diem of \$17.53

to actual date of sale including if sale is
held at a later date

COSTS PAID:

PROTHY \$ _____

SHERIFF \$ _____

STATUTORY \$ _____

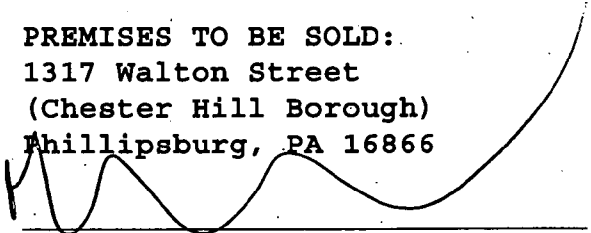
COSTS DUE PROTHY. \$ _____

PREMISES TO BE SOLD:

1317 Walton Street

(Chester Hill Borough)

Phillipsburg, PA 16866



Mark J. Udren, ESQUIRE

UDREN LAW OFFICES, P.C.

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

(856) 669-5400

pleadings@udren.com

Legal Description

ALL THOSE TWO TRACTS OR PARCEL OF LAND LOCATED AND SITUATE IN THE BOROUGH OF CHESTER HILL, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

PREMIES "A"

THE FIRST THEREOF: BEGINNING AT THE SOUTHERN CORNER OF LOT NOW OR FORMERLY OF LLOYD DAVIS JR. AND LAND NOW OR FORMERLY OF LEWIS STEIN; THENCE IN A SOUTHERLY DIRECTION ALONG THE LANDS OF A SAID LEWIS STEIN A DISTANCE OF TWO HUNDRED FEET TO A POINT; THENCE AT RIGHT ANGLES AND IN A WESTERLY DIRECTION AND PARALLEL WITH THE STATE HIGHWAY, A DISTANCE OF FIFTY FEET TO A POINT OF LANDS NOW OR FORMERLY OF ELLSWORTH DAVIS; THENCE IN A NORTHERLY DIRECTION THROUGH LANDS OF SAID ELLSWORTH DAVIS, A DISTANCE OF TWO HUNDRED FEET TO THE SOUTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF LLOYD DAVIS, JR.; THENCE IN AN EASTERLY DIRECTION ALONG THE LANDS NOW OR FORMERLY OF LLOYD DAVIS, JR., A DISTANCE OF FIFTY FEET TO THE LINE OF LEWIS STEIN AND THE PLACE OF BEGINNING. BEING TAX PARCEL NO. 3-P2-333-29.

PREMISES "B"

THE SECOND THEREOF: BEGINNING AT A POINT ON THE NORTHERN SIDE OF EDWARD STREET; THENCE BY EDWARD STREET SOUTH 58 DEGREES 27 MINUTES WEST A DISTANCE OF 7.4 FEET TO A POINT ON THE SOUTH ADDITION PROPERTY LINE; THENCE BY SAID PROPERTY LINE NORTH 53 DEGREES 15 MINUTES WEST A DISTANCE OF APPROXIMATELY 158 FEET TO AN IRON PIN WHICH IS ON THE SOUTHERLY EDGE OF AN ALLEY; THENCE NORTH 58 DEGREES 26 MINUTES EAST ALONG THE SOUTHERN EDGE OF SAID ALLEY TO A POINT; THENCE SOUTH 22 DEGREES 20 MINUTES EAST TO THE POINT AND PLACE OF BEGINNING. BEING TAX PARCEL NO. 3-P2-333-50

BEING KNOWN AS: 1317 WALTON STREET
(CHESTER HILL BOROUGH)
PHILLIPSBURG, PA 16866

PROPERTY ID NO.: 3-P2-333-29 AND 3-P2-333-50

TITLE TO SAID PREMISES IS VESTED IN DAVID W. SMITH AND LORIE A. SMITH, HIS WIFE BY DEED FROM BANK ONE, N.A. AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION AMORTIZING RESIDENTIAL COLLATERAL TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2002-BC4, BY ITS ATTORNEY-IN-FACT OCWEN LOAN SERVICING, LLC DATED 5/5/06 RECORDED 5/26/06 IN INSTRUMENT NO. 200608426.

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

ATTORNEY FOR PLAINTIFF

HSBC Mortgage Services, Inc.
Plaintiff

v.

David W. Smith
Lorie A. Smith

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 07-564-CD

CERTIFICATE TO THE SHERIFF

I HEREBY CERTIFY THAT:

I. The judgment entered in the above matter is based on an Action:

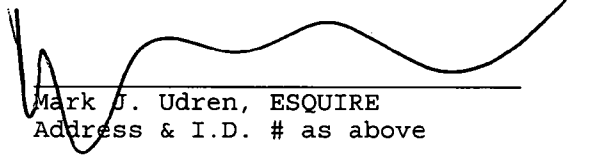
- ☐ A. In Assumpsit (Contract)
- ☐ B. In Trespass (Accident)
- ☒ C. In Mortgage Foreclosure
- ☐ D. On a Note accompanying a purchase money mortgage and the property being exposed to sale is the mortgaged property.

II. The Defendant(s) own the property being exposed to sale as:

- ☐ A. An individual
- ☒ B. Tenants by Entireties
- ☐ C. Joint Tenants with right of survivorship
- ☐ D. A partnership
- ☐ E. Tenants in Common
- ☐ F. A corporation

III. The Defendant(s) is (are):

- ☒ A. Resident in the Commonwealth of Pennsylvania
- ☐ B. Not resident in the Commonwealth of Pennsylvania
- ☐ C. If more than one Defendant and either A or B above is not applicable, state which Defendant is resident of the Commonwealth of Pennsylvania.
Resident:



Mark J. Udren, ESQUIRE
Address & I.D. # as above

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

BY: Mark J. Udren, Esquire

ATTY I.D. NO. 04302

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

pleadings@udren.com

HSBC Mortgage Services, Inc.
Plaintiff

v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

David W. Smith

Lorie A. Smith

Defendant(s)

NO. 07-564-CD

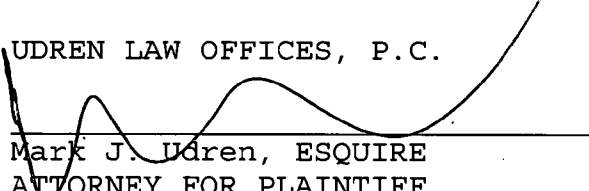
C E R T I F I C A T E

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff in the above-captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

- () An FHA insured mortgage
- () Non-owner occupied
- () Vacant
- (X) Act 91 procedures have been fulfilled.
- () Over 24 months delinquent.

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

UDREN LAW OFFICES, P.C.


Mark J. Udren, ESQUIRE
ATTORNEY FOR PLAINTIFF

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

ATTORNEY FOR PLAINTIFF

HSBC Mortgage Services, Inc.
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

David W. Smith
Lorie A. Smith

Defendant(s)

MORTGAGE FORECLOSURE

NO. 07-564-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

HSBC Mortgage Services, Inc. , Plaintiff in the above action, by its attorney, Mark J. Udren, ESQ., sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: 1317 Walton Street(Chester Hill Borough), Phillipsburg, PA 16866

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

David W. Smith 141 Beaver Farm Lane
Bellefonte, PA 16823

Lorie A. Smith 141 Beaver Farm Lane
Bellefonte, PA 16823

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

SAME AS #1 ABOVE

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

None

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

HSBC Mortgage Services, Inc. 577 Lamont Road
Elmhurst, IL 60126

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 and whose interest may be affected by the sale:

Name	Address
------	---------

Real Estate Tax Dept.	1 North Second Street, Suite 116 Clearfield, PA 16830
-----------------------	----------------------------------------------------------

Domestic Relations Section	1 North Second Street, Suite 116 Clearfield, PA 16830
----------------------------	----------------------------------------------------------

Commonwealth of PA, Department of Revenue	Bureau of Compliance, PO Box 281230 Harrisburg, PA 17128-1230
----------------------------------------------	------------------------------------------------------------------

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:

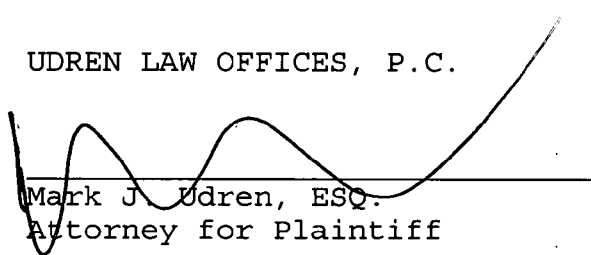
Name	Address
------	---------

Tenants/Occupants	1317 Walton Street (Chester Hill Borough) Phillipsburg, PA 16866
-------------------	------------------------------------------------------------------------

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. sec. 4904 relating to unsworn falsification to authorities.

UDREN LAW OFFICES, P.C.

DATED: September 17, 2007



Mark J. Udren, ESQ.
Attorney for Plaintiff

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

ATTORNEY FOR PLAINTIFF

HSBC Mortgage Services, Inc.
Plaintiff

v.
David W. Smith
Lorie A. Smith
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 07-564-CD

FILED

SEP 18 2007
10:45
William A. Shaw
Prothonotary/Clerk of Courts

1 Check to
Att
(GK)

PRAECIPE TO SUBSTITUTE VERIFICATION

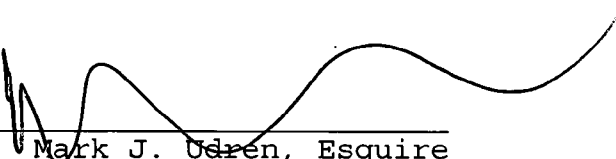
TO THE PROTHONOTARY:

Kindly substitute the attached Verification for the Verification attached to the Complaint in Mortgage Foreclosure with regard to the captioned matter.

DATED: September 17, 2007

UDREN LAW OFFICES, P.C.

BY:

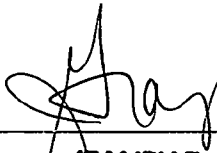

Mark J. Udren, Esquire
Attorney for Plaintiff

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

The undersigned, an officer of the Corporation which is the Plaintiff in the foregoing Complaint or an officer of the Corporation which is the servicing agent of Plaintiff, and being authorized to make this verification on behalf of the Plaintiff, hereby verifies that the facts set forth in the foregoing Complaint are taken from records maintained by persons supervised by the undersigned who maintain the business records of the mortgage held by Plaintiff in the ordinary course of business and that those facts are true and correct to the best of the knowledge, information and belief of the undersigned.

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

Date: 4/20/07


Name: **JEANELLE GRAY** Attorney in Fact
Title:
Company: HSBC Mortgage Services,
Inc.

David W. Smith
Lorie A. Smith
Loan #0014560494
MJU #07020356

FILED

SEP 18 2007

William A. Shaw
Prothonotary/Clerk of Courts

TELETYPE COPY

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

HSBC Mortgage Services, Inc.
577 Lamont Road
Elmhurst, IL 60126
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.
David W. Smith
Lorie A. Smith
141 Beaver Farm Lane
Bellefonte, PA 16823
Defendant(s)

NO. 07-564-CD

PRAECIPE TO FILE PROOF OF SERVICE

TO THE PROTHONOTARY:

Kindly file the attached Proofs of Service with regard to
the captioned matter.

Date: December 13, 2007

UDREN LAW OFFICES, P.C.

BY: Loraine Doyle
Attorneys for Plaintiff
MARK J. UDREN, ESQUIRE
STUART WINNEG, ESQUIRE
LORRAINE DOYLE, ESQUIRE
ALAN M. MINATO, ESQUIRE
CHANDRA M. ARKEMA, ESQUIRE

FILED

DEC 17 2007 (62)

William A. Shaw
Prothonotary/Clerk of Courts
no 6/6

USBC Mortgage Services, Inc., et. al., Plaintiff(s)
vs.
David W. Smith, et. al., Defendant(s)



Service of Process by
APS International, Ltd.
1-800-328-7171

APS International Plaza
7800 Glenroy Rd.
Minneapolis, MN 55439-3122

APS File #: 086148-0001

AFFIDAVIT OF SERVICE – Individual

Service of Process on:

--Lorie A. Smith
Court Case No. 07-564-CD

UDREN LAW OFFICES
Mr. Amber Sandor
111 Woodcrest Rd, Ste 200
Cherry Hill, NJ 08003-3620

State of: PA ss.

County of: BLAIR

Name of Server: D.M. ELLIS, undersigned, being duly sworn, deposes and says
that at the time of service, she was of legal age and was not a party to this action;

Date/Time of Service: that on the 8th day of NOVEMBER, 20 07, at 6:45 o'clock PM

Place of Service: at 141 Beaver Farm Lane, in Beltsfonte, PA 16823

Documents Served: the undersigned served the documents described as:
Notice of Sheriff's Sale of Real Property

Service of Process on: A true and correct copy of the aforesaid document(s) was served on:
Lorie A. Smith

Person Served, and
Method of Service: ☒ By personally delivering them into the hands of the person to be served.

☐ By delivering them into the hands of _____, a person
of suitable age, who verified, or who upon questioning stated, that he/she resides with
Lorie A. Smith
at the place of service, and whose relationship to the person is: _____

Description of Person
Receiving Documents: The person receiving documents is described as follows:
Sex F; Skin Color Cauc.; Hair Color BROWN; Facial Hair N/A
Approx. Age 40; Approx. Height 5'5"; Approx. Weight 170 lbs.
☐ To the best of my knowledge and belief, said person was not engaged in the US Military at
the time of service.

Signature of Server: Undersigned declares under penalty of perjury
that the foregoing is true and correct.

DMEllis
Signature of Server
APS International, Ltd.

Subscribed and sworn to before me this
9th day of November, 20 07
[Signature]
Notary Public (Commission Expires)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Monica Crilly, Notary Public
City Of Altoona, Blair County
My Commission Expires Aug. 27, 2009
Members, Pennsylvania Association of Notaries

William A. Shaw
Prothonotary/Clerk of Courts

DEC 17 2007

FILED

UDREN LAW OFFICES, P.C.
MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400, pleadings@udren.com

ATTORNEY FOR PLAINTIFF

HSBC Mortgage Services, Inc.
Plaintiff

v.
David W. Smith
Lorie A. Smith
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 07-564-CD

FILED
DEC 26 2007

William A. Shaw
Prothonotary/Clerk of Courts

MOTION FOR SPECIAL SERVICE PURSUANT
TO SPECIAL ORDER OF COURT

Plaintiff, by its counsel, moves this Honorable Court for an Order directing service of the Notice of Sheriff's Sale upon Defendant(s), David W. Smith by regular mail and certified mail and by posting the mortgaged premises and in support thereof avers the following:

1. Process was unable to be served at the then last known address of said Defendant(s) at 315 East Lamb Street, Bellefonte, PA 16823. A copy of the Return of Service is attached hereto as Exhibit A.

2. Pursuant to Pa.R.C.P. 430, Plaintiff made a Good Faith Investigation, the report thereof being attached hereto as Exhibit B.

3. Said investigation was unable to determine an alternate address for said Defendant(s).

4. The last known address of Defendant(s) is as set forth in the attached Exhibits.

WHEREFORE, Plaintiff prays and respectfully requests that this Honorable Court enter an Order pursuant to Pa.R.C.P. 430 directing service of the Notice of Sheriff's Sale upon said Defendant(s), David W. Smith by regular mail and certified mail and by posting the mortgaged premises.

UDREN LAW OFFICES, P.C.

BY: C. Arkema

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400, pleadings@udren.com

HSBC Mortgage Services, Inc.
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.
David W. Smith
Lorie A. Smith

Defendant(s)

NO. 07-564-CD

MEMORANDUM OF LAW

Pennsylvania Rule of Civil Procedure 430(a) specifically provides:

(a) If service cannot be made under the applicable rule the plaintiff may move the court for a special order directing the method of service. The motion shall be accompanied by an affidavit stating the nature and extent of the investigation which has been made to determine the whereabouts of the defendant and the reasons why service cannot be made.

NOTE: A sheriff's return of "not found" or the fact that a defendant has moved without leaving a new forwarding address is insufficient evidence of concealment. Gonzales vs. Polis, 238 Pa. Super. 362, 357 A.2d 580 (1976). Notice of intended adoption mailed to last known address requires a "good faith effort" to discover the correct address. Adoption of Walker, 468 Pa. 165, 360 A2d 603 (1976).

An illustration of a good faith effort to locate the defendant includes (1) inquiries of postal authorities including inquiries pursuant to the Freedom of Information Act, 39 C.F.R. Part 265, (2) inquiries of relatives, neighbors, friends and employers of the defendant and (3) examinations of local telephone directories, voter registration records, local tax records, and motor vehicle records.

As set forth in the Return of Service marked Exhibit A, the Sheriff and/or Process Server has been unable to serve the Notice of Sheriff's Sale. A good faith effort to discover the whereabouts of the Defendant(s) has been made as evidenced by the attached Affidavit of Good Faith Investigation marked Exhibit B.

WHEREFORE, Plaintiff prays and respectfully requests service of the Notice of Sheriff's Sale upon Defendant(s) by regular mail and certified mail and by posting the mortgaged premises.

UDREN LAW OFFICES, P.C.

BY: 

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

HSBC Mortgage Services, Inc., et. al, Plaintiff(s)
vs.
David W. Smith, et. al, Defendant(s)



Service of Process by
APS International, Ltd.
1-800-328-7171

APS International Plaza
7800 Glenroy Road
Minneapolis, MN 55439-3122

APS File #: 086627-0001

AFFIDAVIT OF DUE AND DILIGENT ATTEMPT

UDREN LAW OFFICES
Ms. Amber Sander
111 Woodcrest Rd, Ste 200
Cherry Hill, NJ 08003-3620

Customer File: 07020356

Service of Process on:

--David Smith
Court Case No. 07-564-CD

State of: PA ss.

County of: BLAIR

Name of Server: D.M. ELLIS, undersigned, being duly sworn, deposes and says
that at all times mentioned herein, s/he was of legal age and was not a party to this action;

Documents Served: the undersigned attempted to serve the documents described as:
Notice of Sheriff's Sale of Real Property

Service of Process on: The undersigned attempted to serve the documents on
David Smith

and after due and diligent efforts, was unable to effect service.

Attempts: The following is a list of the attempts made to effect service:

Dates/Time/Address Attempted: 315 East Lamb Street, Bellefonte, PA 16823 12/4/07 3:11 PM
Reason for Non Service: Residence is VACANT. ELECTRICITY METER TAGGED
Dates/Time/Address Attempted: _____
Reason for Non Service: _____
Dates/Time/Address Attempted: _____
Reason for Non Service: _____

☐ Based upon the above stated facts, Affiant believes the defendant is avoiding service.

Signature of Server: Undersigned declares under penalty of perjury
that the foregoing is true and correct.

Subscribed and sworn to before me this

6th day of December 20 07

D.M. Ellis
Signature of Server

Monica Crilly
Notary Public (Commission Expires)

APS International, Ltd.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Monica Crilly, Notary Public
City Of Altoona, Blair County
My Commission Expires Aug. 27, 2009
Member, Pennsylvania Association of Notaries

EXHIBIT A

PLAYERS NATIONAL LOCATOR

AFFIDAVIT OF GOOD FAITH INVESTIGATION

Loan Number: **07020356**

Attorney Firm: **MARK J UDREN & ASSOCIATES**

Case Number:

Subject: **David Smith**

A.K.A.: **David W Smith**

Property Address: **1317 Walton Street
Phillipsburg, PA 16866**

Last Known Address: **315 E Lamb Street
Bellefonte, PA 16823**

Last Known Number: () -

Melissa Brower, being duly sworn according to law, deposes and says:

1. I am employed in the capacity of Location Specialist for Players National Locator.
2. On 12/06/2007, I conducted an investigation into the whereabouts of the above named defendant(s). The results of my investigation are as follows:

CREDIT INFORMATION -

- A. SOCIAL SECURITY NUMBER(S): **163-64-4940**
- B. EMPLOYMENT SEARCH:
We were unable to verify current employment for David Smith.
- C. INQUIRY OF CREDITORS:
Creditors indicated the last reported address for David Smith is 315 E Lamb Street, Bellefonte, PA 16823 with no valid home number. David Smith filed chapter 7 bankruptcy in June 2004 with attorney Donald M Hahn. Release date of October 2004 is given. Case # 2004-03457.

INQUIRY OF TELEPHONE COMPANY -

- A. DIRECTORY ASSISTANCE SEARCH:
Directory assistance had no listing for David Smith. We called (814) 355-4006 and spoke with a relative who stated David Smith has moved from 315 E Lamb Street, Bellefonte, PA 16823 and does not live at 1317 Walton Street, Phillipsburg, PA 16866. She stated David Smith has gone missing and no one in the family knows his whereabouts. We were unable to confirm any other address.

INQUIRY OF NEIGHBORS -

We were unable to contact any neighbors to confirm any other information.

INQUIRY OF POST OFFICE -

- A. NATIONAL ADDRESS UPDATE:
As of December 06, 2007 the National Change of Address (NCOA) has no change for David Smith from 315 E Lamb Street, Bellefonte, PA 16823.

MOTOR VEHICLE REGISTRATION -

- A. MOTOR VEHICLE & DMV OFFICE:
We were unable to verify current drivers license information for David Smith.

EXHIBIT B

OTHER INQUIRIES -

A. DEATH RECORDS:

As of December 06, 2007 the Social Security Administration has no death record on file for David Smith and/or A.K.A's under the social security number provided.

B. PUBLIC LICENSES (PILOT, REAL ESTATE, ETC.):
None Found.

C. COUNTY VOTER REGISTRATION:

We were unable to confirm a listing with the County Voters Registration Office.

ADDITIONAL INFORMATION ON SUBJECT -

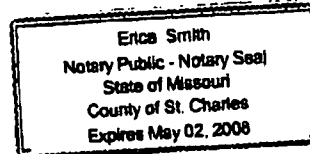
A. DATE OF BIRTH:

August 1966


AFFIANT Melissa Brower

Subscribed and sworn to before me on 12/06/2007


NOTARY PUBLIC



*Players National Locator 174 Clarkson Road, Ste 225 Ellisville, MO 63011
(636)230-9922 (636)230-0558*

VERIFICATION

The undersigned hereby states that he/she is the Attorney for the Plaintiff in this action, that he/she is authorized to take this Verification, and that the statements made in the foregoing MOTION FOR SPECIAL SERVICE PURSUANT TO SPECIAL ORDER OF COURT are true and correct to the best of his/her knowledge, information and belief.

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

Date: December 20, 2007.

UDREN LAW OFFICES, P.C.

BY: 

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400, pleadings@udren.com

HSBC Mortgage Services, Inc.
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

David W. Smith
Lorie A. Smith

Defendant(s)

NO. 07-564-CD

CERTIFICATE OF SERVICE

I, hereby certify that I have served true and correct copies of the attached Motion For Special Service upon the following person(s) named herein at their last known address or their attorney of record by:

 X Regular First Class Mail
 Certified Mail
 Other

Date Served: December 20, 2007

TO: David W. Smith
315 East Lamb Street, Bellefonte, PA 16823
and
1317 Walton Street, Philipsburg, PA 16866

UDREN LAW OFFICES, P.C.

BY: 

Attorneys for Plaintiff
MARK J. UDREN, ESQUIRE
STUART WINNEG, ESQUIRE
LORRAINE DOYLE, ESQUIRE
ALAN M. MINATO, ESQUIRE
CHANDRA M. ARKEMA, ESQUIRE

LA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

HSBC Mortgage Services, Inc.
Plaintiff

v.
David W. Smith
Lorie A. Smith

Defendant(s)

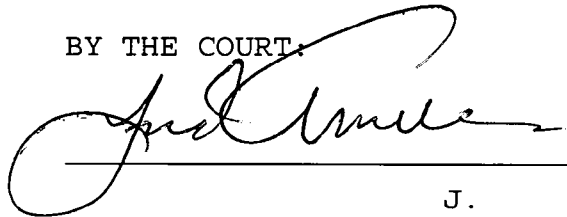
COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 07-564-CD

O R D E R

AND NOW, this 31ST day of December, 2007, upon consideration of Plaintiff's Motion and the Affidavit of Good Faith investigation attached hereto, it is hereby ORDERED that service of the Notice of Sheriff's Sale and all subsequent pleadings on Defendant(s), David W. Smith, shall be complete when Plaintiff or its counsel or agent has mailed true and correct copies of the Notice of Sheriff's Sale and all subsequent pleadings by certified mail and regular mail to the last known address of Defendant(s), David W. Smith at 315 East Lamb Street, Bellefonte, PA 16823 and by posting the mortgaged premises located at 1317 Walton Street, Phillipsburg (Chester Hill Borough), PA 16866.

BY THE COURT:


J.

FILED *icc Atty.*
0/1:50am *Arkema*
JAN 02 2008 *GR*

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 1-2-2008

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

FILED

JAN 02 2008

William A. Shaw
Prothonotary/Clerk of Courts

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

HSBC Mortgage Services, Inc.
577 Lamont Road
Elmhurst, IL 60126
Plaintiff

v.

David W. Smith
Lorie A. Smith
141 Beaver Farm Lane
Bellefonte, PA 16823
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 07-564-CD

FILED No
m/11/09/2011
FEB 04 2011
William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT OF SERVICE PURSUANT TO Pa.R.C.P. RULE 3129.1

Plaintiff, by its/his/her Attorney, Mark J. Udren, Esquire, hereby verifies that:

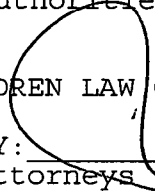
1. A copy of the Notice of Sheriff's Sale, a true and correct copy of which is attached hereto as Exhibit "A", was sent to every recorded lienholder and every other interested party known as of the date of the filing of the Praecipe for the Writ of Execution, on the date(s) appearing on the attached Certificates of Mailing.
2. A Notice of Sheriff's Sale was sent to Defendant(s) by regular mail and certified mail on the date appearing on the attached Return Receipt, which was signed for by Defendant(s) on the date specified on the said Return Receipt. Copies of the said Notice and Return Receipt are attached hereto as Exhibit "B".
3. If a Return Receipt is not attached hereto, then service was by personal service on the date specified on the attached Return of Service, attached hereto as Exhibit "B".
4. If service was by Order of Court, then proof of compliance with said Order is attached hereto as Exhibit "B".

All Notices were served within the time limits set forth by Pa Rule C.P. 3129.

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

Dated: January 18, 2008

UDREN LAW OFFICES, P.C.

BY: 
Attorneys for Plaintiff
MARK J. UDREN, ESQUIRE
STUART WINNEG, ESQUIRE
LORRAINE DOYLE, ESQUIRE
ALAN M. MINATO, ESQUIRE
CHANDRA M. ARKEMA, ESQUIRE

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

HSBC Mortgage Services, Inc.
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

David W. Smith
Lorie A. Smith

NO. 07-564-CD

Defendant(s)

AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1

HSBC Mortgage Services, Inc. , Plaintiff in the above action, by its attorney, Mark J. Udren, ESQ., sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: 1317 Walton Street(Chester Hill Borough), Phillipsburg, PA 16866

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

Name

Address

David W. Smith

141 Beaver Farm Lane
Bellefonte, PA 16823

315 East Lamb Street
Bellefonte, PA 16823

1317 Walton Street
Phillipsburg, PA 16866

Lorie A. Smith

141 Beaver Farm Lane
Bellefonte, PA 16823

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

Name

Address

SAME AS #1 ABOVE

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

Name

Address

None

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

Name

Address

HSBC Mortgage Services, Inc. 577 Lamont Road
Elmhurst, IL 60126

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 and whose interest may be affected by the sale:

Name

Address

Real Estate Tax Dept. 1 North Second Street, Suite 116
Clearfield, PA 16830

Domestic Relations Section 1 North Second Street, Suite 116
Clearfield, PA 16830

Commonwealth of PA, Bureau of Compliance, PO Box 281230
Department of Revenue Harrisburg, PA 17128-1230

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

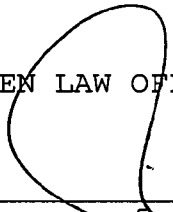
Tenants/Occupants 1317 Walton Street
(Chester Hill Borough)
Phillipsburg, PA 16866

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. sec. 4904 relating to unsworn falsification to authorities.

UDREN LAW OFFICES, P.C.

DATED: January 18, 2008

BY:


Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

/ ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

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

ATTORNEY FOR PLAINTIFF

HSBC Mortgage Services, Inc.
Plaintiff

v.
David W. Smith
Lorie A. Smith
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 07-564-CD

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

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

OWNER(S): David W. Smith
Lorie A. Smith

PROPERTY: 1317 Walton Street
(Chester Hill Borough)
Phillipsburg, PA 16866

Improvements: RESIDENTIAL DWELLING

The above captioned property is scheduled to be sold at the **Clearfield** County Sheriff's Sale on **December 7, 2007**, at 10:00 A.M., in the Clearfield County Courthouse, 1 North Second Street, Suite 116, Clearfield, PA 16830. Our records indicate that you may hold a mortgage or judgment on 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 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

** postponed to 3/7/08 **

EXHIBIT A

Name and Address of Sender		UDREN LAW OFFICES, P.C. 111 WOODCREST ROAD, SUITE 200 CHERRY HILL, NJ 08003 ATTN: Amber D. Sandor		<input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Certified		<input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Int'l Recorded Del. <input type="checkbox"/> Express Mail		Check appropriate block for Registered Mail: <input type="checkbox"/> With Postal Insurance <input type="checkbox"/> Without postal Insurance		Affix stamp here if issued as certificate of mailing or for additional copies of this bill. Postmark and Date of Receipt				
Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (if Regis.)	Insured Value	Due Sender If COD	R.R. Fee	S.D. Fee	S.H. Fee	Rst. Del. Fee	Remarks	
1		COMMONWEALTH OF PA, DEPT. OF REVENUE, BUREAU OF COMPLIANCE PO Box 281230, Department of Revenue Harrisburg, PA 17128-1230												
2		TENANTS/OCCUPANTS 1317 Walton Street (Chester Hill Borough) Phillipsburg, PA 16866												
3		HSBC Mortgage Services, Inc. 577 Lamont Road Elmhurst, IL 60126												
4		Real Estate Tax Dept. 1 North Second Street, Suite 116 Clearfield, PA 16830												
5		Domestic Relations Section 1 North Second Street, Suite 116 Clearfield, PA 16830												
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														
Total number of Pieces Registered by Sender		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of Receiving Employee)		The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and forth class parcels.								

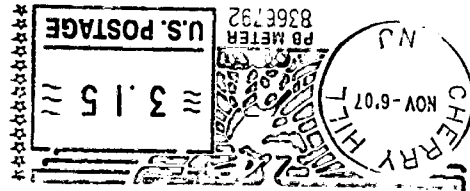


EXHIBIT A

PS Form 3877, February 1994

Form Must be Completed by Typewriter, Ink or Ball Point Pen

David W. Smith
Lorie A. Smith; #07020356 (Clearfield) 12/7/07

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

HSBC Mortgage Services, Inc.
577 Lamont Road
Elmhurst, IL 60126
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.
David W. Smith
Lorie A. Smith
141 Beaver Farm Lane
Bellefonte, PA 16823
Defendant(s)

NO. 07-564-CD

PRAECIPE TO FILE PROOF OF SERVICE

TO THE PROTHONOTARY:

Kindly file the attached Proofs of Service with regard to
the captioned matter.

Date: December 13, 2007

UDREN LAW OFFICES, P.C.

BY: Lorraine Doyle
Attorneys for Plaintiff
MARK J. UDREN, ESQUIRE
STUART WINNEG, ESQUIRE
LORRAINE DOYLE, ESQUIRE
ALAN M. MINATO, ESQUIRE
CHANDRA M. ARKEMA, ESQUIRE

EXHIBIT B

HSBC Mortgage Services, Inc., et. al., Plaintiff(s)
vs.
David W. Smith, et. al., Defendant(s)



Service of Process by
APS International, Ltd.
1-800-328-7171

APS International Plaza
7800 Glenroy Rd.
Minneapolis, MN 55439-3122

APS File #: 036148-0001

AFFIDAVIT OF SERVICE – Individual

Service of Process on:

--Lorie A. Smith
Court Case No. 07-564-CD

UDREN LAW OFFICES
Ms. Amber Sandor
111 Woodcrest Rd, Ste 200
Cherry Hill, NJ 08003-3620

State of: PA ss.

County of: BLAIR

Name of Server: D.M. ELLIS, undersigned, being duly sworn, deposes and says
that at the time of service, s/he was of legal age and was not a party to this action;

Date/Time of Service: that on the 8th day of NOVEMBER, 20 07, at 6:45 o'clock PM

Place of Service: at 141 Beaver Farm Lane, in Bellefonte, PA 16823

Documents Served: the undersigned served the documents described as:
Notice of Sheriff's Sale of Real Property

Service of Process on: A true and correct copy of the aforesaid document(s) was served on:
Lorie A. Smith

Person Served, and
Method of Service: ☒ By personally delivering them into the hands of the person to be served.

☐ By delivering them into the hands of _____, a person
of suitable age, who verified, or who upon questioning stated, that he/she resides with
Lorie A. Smith
at the place of service, and whose relationship to the person is: _____

Description of Person
receiving Documents: The person receiving documents is described as follows:

Sex F; Skin Color Cauc.; Hair Color BROWN; Facial Hair N/A
Approx. Age 40; Approx. Height 5'5"; Approx. Weight 170 lbs.

☐ To the best of my knowledge and belief, said person was not engaged in the US Military at
the time of service.

Signature of Server: Undersigned declares under penalty of perjury
that the foregoing is true and correct.

D.M. Ellis
Signature of Server

APS International, Ltd.

Subscribed and sworn to before me this

9th day of November, 20 07

Monica Crilly
Notary Public (Commission Expires)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Monica Crilly, Notary Public
City Of Altoona, Blair County
My Commission Expires Aug. 27, 2009
Member, Pennsylvania Association of Notaries

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400 pleadings@udren.com

HSBC Mortgage Services, Inc.
577 Lamont Road
Elmhurst, IL 60126
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

David W. Smith
Lorie A. Smith
141 Beaver Farm Lane
Bellefonte, PA 16823

NO. 07-564-CD

Defendant(s)

VERIFICATION OF SERVICE BY CERTIFIED MAIL AND
REGULAR MAIL PURSUANT TO COURT ORDER

The undersigned hereby verifies that he is counsel for Plaintiff in the above case and that pursuant to the Court order issued in this matter he mailed a true and correct copy of the Notice of Sale to Defendant(s), by certified mail and regular first class mail, to the last known address of Defendant(s) as follows:

DATE MAILED: 1/8/08

David W. Smith
315 East Lamb Street
Bellefonte, PA 16823

I verify that the statements made herein are true and correct and I understand that false statements made herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: 1/14/2008

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema
Attorneys for Plaintiff
MARK J. UDREN, ESQUIRE
STUART WINNEG, ESQUIRE
LORRAINE DOYLE, ESQUIRE
ALAN M. MINATO, ESQUIRE
CHANDRA M. ARKEMA, ESQUIRE

EXHIBIT B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

HSBC Mortgage Services, Inc.
Plaintiff

v.

David W. Smith
Lorie A. Smith

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 07-564-CD

O R D E R

AND NOW, this 31st day of December, 2007, upon consideration of Plaintiff's Motion and the Affidavit of Good Faith investigation attached hereto, it is hereby ORDERED that service of the Notice of Sheriff's Sale and all subsequent pleadings on Defendant(s), David W. Smith, shall be complete when Plaintiff or its counsel or agent has mailed true and correct copies of the Notice of Sheriff's Sale and all subsequent pleadings by certified mail and regular mail to the last known address of Defendant(s), David W. Smith at 315 East Lamb Street, Bellefonte, PA 16823 and by posting the mortgaged premises located at 1317 Walton Street, Phillipsburg (Chester Hill Borough), PA 16866.

BY THE COURT:

/s/ Fredric J Ammerman

J.

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

JAN 02 2008

Attest.

Willie L. Brown
Prothonotary/
Clerk of Courts

EXHIBIT B

18

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

TO: David W. Smith
315 East Lamb Street
Bellefonte, PA 16823

NOTICE OF SHERIFF'S SALE OF R

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE
CERTIFIED MAIL™



2566 9810 1000 054E 9002
2566 9810 1000 054E 9002

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

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

OFFICIAL USE

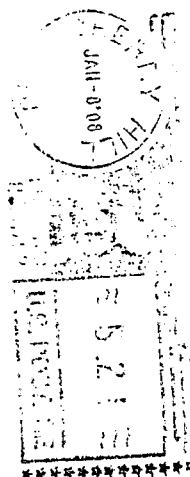
Postage	\$.41
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.21

Postmark
Here

Sent To
David W. Smith
Street, Apt. No.,
or PO Box No. 315 East Lamb Street
City, State, ZIP+4 Bellefonte, PA 16823

PS Form 3800, August 2006

See Reverse for Instructions



Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.

- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".

- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-3047

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:

David W. Smith
315 East Lamb Street
Bellefonte, PA 16823

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐
- B. Received by (Printed Name) ☐ Addressee ☐
- 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 3450 0001 0186 9952

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-15-10

AB

Name and Address Of Sender		Name of Addressee, Street, and Post Office Address		<input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Certified		<input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Int'l Recorded Del. <input type="checkbox"/> Express Mail		Check appropriate block for Registered Mail: <input type="checkbox"/> With Postal Insurance <input type="checkbox"/> Without postal Insurance		Affix stamp here if issued as certificate of mailing or for additional copies of this bill. Postmark and Date of Receipt				
Line	Article Number			Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If COD	R.R. Fee	S.D. Fee	S.H. Fee	Rst. Del. Fee	Remarks
1		David W. Smith 315 East Lamb Street Bellefonte, PA 16823												
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														

Total number of Pieces Listed by Sender	1	Total Number of Pieces Received at Post Office	1	Postmaster, Per (Name of Receiving Employee)	QR	The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels.
-----------------------------------------	---	------------------------------------------------	---	----------------------------------------------	----	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

EXHIBIT B

PS Form 3877, February 1994

Form Must be Completed by Typewriter, Ink or Ball Point Pen

David W. Smith
Lorie A. Smith; #07020356 (Clearfield)

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

HSBC Mortgage Services, Inc.
577 Lamont Road
Elmhurst, IL 60126
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.
David W. Smith
Lorie A. Smith
141 Beaver Farm Lane
Bellefonte, PA 16823
Defendant(s)

NO. 07-564-CD

PRAECIPE TO FILE PROOF OF SERVICE

TO THE PROTHONOTARY:

Kindly file the attached Proofs of Service with regard to
the captioned matter.

Date: January 14, 2008

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema
Attorneys for Plaintiff
MARK J. UDREN, ESQUIRE
STUART WINNEG, ESQUIRE
LORRAINE DOYLE, ESQUIRE
ALAN M. MINATO, ESQUIRE
CHANDRA M. ARKEMA, ESQUIRE

HSBC Mortgage Services, Inc., et. al., Plaintiff(s)
vs.
David W. Smith, et. al., Defendant(s)



Service of Process by
APS International, Ltd.
1-800-328-7171

APS International Plaza
7800 Glenroy Rd.
Minneapolis, MN 55439-3122

APS File #: 087165-0001

AFFIDAVIT OF SERVICE -- Individual

UDREN LAW OFFICES
Ms. Amber Sandor
111 Woodcrest Rd, Ste 200
Cherry Hill, NJ 08003-3620

Service of Process on:

—David W. Smith, by posting
Court Case No. 07-564-CD

State of: PA) ss.

County of: BLAIR)

Name of Server: D.M. ELLIS, undersigned, being duly sworn, deposes and says
that at the time of service, s/he was of legal age and was not a party to this action;

Date/Time of Service: that on the 9th day of JANUARY, 20 08, at 5:40 o'clock PM

Place of Service: at 1317 Walton Street (Chester Hill Borough), in Phillipsburg, PA 16866

Documents Served: the undersigned served the documents described as:
Notice of Sheriff's Sale of Real Property w/ Order

Service of Process on: A true and correct copy of the aforesaid document(s) was served on:
David W. Smith, by posting

Person Served, and
Method of Service: ☐ By personally delivering them into the hands of the person to be served.
☐ By delivering them into the hands of _____, a person
of suitable age, who verified, or who upon questioning stated, that he/she resides with
David W. Smith, by posting
at the place of service, and whose relationship to the person is: _____

Description of Person
Receiving Documents: The person receiving documents is described as follows:
Sex _____; Skin Color _____; Hair Color _____; Facial Hair _____
Approx. Age _____; Approx. Height _____; Approx. Weight _____
☐ To the best of my knowledge and belief, said person was not engaged in the US Military at
the time of service.

Signature of Server: Undersigned declares under penalty of perjury
that the foregoing is true and correct.

D.M. ELLIS
[Signature]
Signature of Server

APS International, Ltd.

Subscribed and sworn to before me this

11th day of JANUARY, 20 08
[Signature] 12-6-11
Notary Public (Commission Expires)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Marilyn A. Campbell, Notary Public
City Of Altoona, Blair County
My Commission Expires Dec. 6, 2011
Member, Pennsylvania Association of Notaries

EXHIBIT B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20664
NO: 07-564-CD

PLAINTIFF: HSBC MORTGAGE SERVICES, INC.
vs.
DEFENDANT: DAVID W. SMITH & LORIE A. SMITH

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 9/18/2007

LEVY TAKEN 10/12/2007 @ 9:40 AM

POSTED 10/12/2007 @ 9:40 AM

SALE HELD 3/7/2008

SOLD TO HSBC MORTGAGE SERVICES, INC.

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 3/28/2008

DATE DEED FILED 3/28/2008

PROPERTY ADDRESS 1317 WALTON STREET PHILIPSBURG , PA 16866

FILED
MAR 28 2008
0 11:55/4
William A. Shaw
Prothonotary/Clerk of Courts
80 5.00

SERVICES

10/17/2007 @ SERVED DAVID W. SMITH

SERVED DAVID W. SMITH, DEFENDANT, BY REG & CERT MAIL TO 141 BEAVER FARM LANE, BELLEFONTE, PA 16823, CERT #70060810000145073374. CERT RETURNED UNCALIMED 11/9/2007. ATTY OFFICE TO SERVE.

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

10/26/2007 @ SERVED LORIE A. SMITH

SERVED LORIE A. SMITH, DEFENDANT, BY REG AND CERT MAIL TO 141 BEAVER FARM LANE, BELLEFONTE, PENNSYLVANIA CERT #70060810000145073428. CERT MAIL SIGNED FOR BY LORIE SMITH.

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

@ SERVED

NOW, DECEMBER 6, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR DECEMBER 7, 2007 TO FEBRUARY 1, 2008.

@ SERVED

NOW, JANUARY 11, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR FEBRUARY 1, 2008 TO MARCH 7, 2008.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20664
NO: 07-564-CD

PLAINTIFF: HSBC MORTGAGE SERVICES, INC.
vs.
DEFENDANT: DAVID W. SMITH & LORIE A. SMITH

Execution REAL ESTATE

SHERIFF RETURN


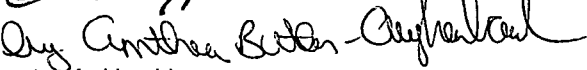
SHERIFF HAWKINS \$270.41

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

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

ATTORNEY FOR PLAINTIFF

HSBC Mortgage Services, Inc.
Plaintiff

v.

David W. Smith
Lorie A. Smith

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 07-564-CD

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

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

1317 Walton Street
(Chester Hill Borough)
Phillipsburg, PA 16866
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$73,996.12

Interest From 9/18/07

to Date of Sale _____

Ongoing Per Diem of \$17.53

to actual date of sale including if sale is
held at a later date

(Costs to be added)

\$ _____

Prothonotary costs \$ 125.00

Prothonotary

By _____

Clerk

Date 9-18-07

Received this writ this 18th day
of September A.D. 2007
At 2:00 A.M. (P.M.)

Charles A. Hawkins
Sheriff by Cynthia Butler-Coughlin

COURT OF COMMON PLEAS
NO. 07-564-CD

=====

HSBC Mortgage Services, Inc..

vs.

David W. Smith
Lorie A. Smith

=====

WRIT OF EXECUTION

=====

REAL DEBT \$ 73,996.12

INTEREST \$ _____

from 9/18/07

to Date of Sale _____

Ongoing Per Diem of \$17.53

to actual date of sale including if sale is
held at a later date

COSTS PAID:

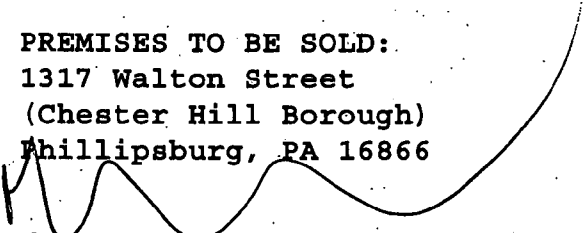
PROTHY \$ _____

SHERIFF \$ _____

STATUTORY \$ _____

COSTS DUE PROTHY. \$ _____

PREMISES TO BE SOLD:
1317 Walton Street
(Chester Hill Borough)
Phillipsburg, PA 16866



Mark J. Udren, ESQUIRE
UDREN LAW OFFICES, P.C.
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
(856) 669-5400
pleadings@udren.com

Legal Description

ALL THOSE TWO TRACTS OR PARCEL OF LAND LOCATED AND SITUATE IN THE BOROUGH OF CHESTER HILL, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

PREMIES "A"

THE FIRST THEREOF: BEGINNING AT THE SOUTHERN CORNER OF LOT NOW OR FORMERLY OF LLOYD DAVIS JR. AND LAND NOW OR FORMERLY OF LEWIS STEIN; THENCE IN A SOUTHERLY DIRECTION ALONG THE LANDS OF A SAID LEWIS STEIN A DISTANCE OF TWO HUNDRED FEET TO A POINT; THENCE AT RIGHT ANGLES AND IN A WESTERLY DIRECTION AND PARALLEL WITH THE STATE HIGHWAY, A DISTANCE OF FIFTY FEET TO A POINT OF LANDS NOW OR FORMERLY OF ELLSWORTH DAVIS; THENCE IN A NORTHERLY DIRECTION THROUGH LANDS OF SAID ELLSWORTH DAVIS, A DISTANCE OF TWO HUNDRED FEET TO THE SOUTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF LLOYD DAVIS, JR; THENCE IN AN EASTERLY DIRECTION ALONG THE LANDS NOW OR FORMERLY OF LLOYD DAVIS, JR., A DISTANCE OF FIFTY FEET TO THE LINE OF LEWIS STEIN AND THE PLACE OF BEGINNING. BEING TAX PARCEL NO. 3-P2-333-29.

PREMISES "B"

THE SECOND THEREOF: BEGINNING AT A POINT ON THE NORTHERN SIDE OF EDWARD STREET; THENCE BY EDWARD STREET SOUTH 58 DEGREES 27 MINUTES WEST A DISTANCE OF 7.4 FEET TO A POINT ON THE SOUTH ADDITION PROPERTY LINE; THENCE BY SAID PROPERTY LINE NORTH 53 DEGREES 15 MINUTES WEST A DISTANCE OF APPROXIMATELY 158 FEET TO AN IRON PIN WHICH IS ON THE SOUTHERLY EDGE OF AN ALLEY; THENCE NORTH 58 DEGREES 26 MINUTES EAST ALONG THE SOUTHERN EDGE OF SAID ALLEY TO A POINT; THENCE SOUTH 22 DEGREES 20 MINUTES EAST TO THE POINT AND PLACE OF BEGINNING. BEING TAX PARCEL NO. 3-P2-333-50

BEING KNOWN AS: 1317 WALTON STREET
(CHESTER HILL BOROUGH)
PHILLIPSBURG, PA 16866

PROPERTY ID NO.: 3-P2-333-29 AND 3-P2-333-50

TITLE TO SAID PREMISES IS VESTED IN DAVID W. SMITH AND LORIE A. SMITH, HIS WIFE BY DEED FROM BANK ONE, N.A. AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION AMORTIZING RESIDENTIAL COLLATERAL TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2002-BC4, BY ITS ATTORNEY-IN-FACT OCWEN LOAN SERVICING, LLC DATED 5/5/06 RECORDED 5/26/06 IN INSTRUMENT NO. 200608426.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME DAVID W. SMITH

NO. 07-564-CD

NOW, March 28, 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 March 07, 2008, I exposed the within described real estate of David W. Smith & Lorie A. Smith to public venue or outcry at which time and place I sold the same to HSBC MORTGAGE SERVICES, INC. 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	
LEVY	15.00
MILEAGE	15.52
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	18.89
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	40.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$270.41

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$28.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	73,996.12
INTEREST @ 17.5300 %	2,997.63
FROM 09/18/2007 TO 03/07/2008	

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	

TOTAL DEBT AND INTEREST	\$77,033.75
--------------------------------	--------------------

COSTS:

ADVERTISING	467.62
TAXES - COLLECTOR	531.61
TAXES - TAX CLAIM	2,240.28
DUE	
LIEN SEARCH	200.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	270.41
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	80.00
MUNICIPAL LIEN	

TOTAL COSTS	\$4,128.42
--------------------	-------------------

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

PS Form 3800, June 2002 See Reverse for Instructions

PLACE STICKER AT TOP OF MAIL PIECE
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

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:

DAVID W. SMITH
141 BEAVER FARM LANE
BELLEFONTE, PA 16823

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
If YES, enter delivery address below: ☐ No

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 3374

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



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:

LORIE A. SMITH
141 BEAVER FARM LANE
BELLEFONTE, PA 16823

2. Article Number
(Transfer from service label)

2006 0810 0001 4507 3428

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature: *Lorie A. Smith* ☐ Agent ☐ Addressee

B. Received by (Printed Name): *Lorie Smith* C. Date of Delivery: *10/16/07*

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 ☐ No

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

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



Sent To: LORIE A. SMITH
Street, Apt. No.: 141 BEAVER FARM LANE
or PO Box No. BELLEFONTE, PA 16823
City, State, ZIP+4:

PS Form 3800, June 2002 See Reverse for Instructions

2006 0810 0001 4507 3428

UDREN LAW OFFICES, P.C.

WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NEW JERSEY 08003-3620

856. 669. 5400

FAX: 856. 669. 5399

PENNSYLVANIA OFFICE
215-568-9500

MARK J. UDREN*
STUART WINNEG**
GAYL SPIVAK ORLOFF***
HEIDI R. SPIVAK***
MARISA JOY COHEN***
LORRAINE DOYLE**
ALAN M. MINATO***
*ADMITTED NJ, PA, FL
**ADMITTED PA
***ADMITTED NJ, PA
TINA MARIE RICH
OFFICE ADMINISTRATOR

FREDDIE MAC
PENNSYLVANIA
DESIGNATED COUNSEL

PLEASE RESPOND TO NEW JERSEY OFFICE

December 3, 2007

Sent via telefax #814-765-5915

Clearfield County Sheriff's Office
1 North Second Street
Suite 116
Clearfield, PA 16830
ATTN: Cindy

Re: HSBC Mortgage Services, Inc.
vs.
David W. Smith
Lorie A. Smith
Clearfield County C.C.P. No. 07-564-CD
Premises: 1317 Walton Street, Phillipsburg, PA 16866
SS Date: December 7, 2007

Dear Cindy:

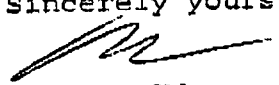
Please Postpone the Sheriff's Sale scheduled for December 7, 2007
to February 1, 2008.

Sale is Postponed for the following reason:

To allow time for service of the Notice of Sale to be completed.

Thank you for your attention to this matter.

Sincerely yours,


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

/ads

UDREN LAW OFFICES, P.C.

WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NEW JERSEY 08003-3620

856. 669. 5400

FAX: 856. 669. 5399

MARK J. UDREN*
STUART WINNEG**
LORRAINE DOYLE**
ALAN M. MINATO***
CHANDRA M. ARKEMA***
*ADMITTED NJ, PA, PL
**ADMITTED PA
***ADMITTED NJ, PA
TINA MARIE RICH
OFFICE ADMINISTRATOR

PENNSYLVANIA OFFICE
215-568-9500

FREDDIE MAC
PENNSYLVANIA
DESIGNATED COUNSEL

PLEASE RESPOND TO NEW JERSEY OFFICE

January 11, 2008

Sent via telefax #814-765-5915

Clearfield County Sheriff's Office
1 North Second Street, Suite 116
Clearfield, PA 16830
ATTN: Cindy

Re: HSBC Mortgage Services, Inc.
vs.
David W. Smith
Lorie A. Smith
Clearfield County C.C.P. No. 07-564-CD
Premises: 1317 Walton Street, Phillipsburg, PA 16866
SS Date: February 1, 2008 (postponed from 12/7/07)

Dear Cindy:

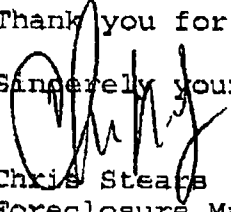
Please Postpone the Sheriff's Sale scheduled for February 1, 2008
(postponed from 12/7/07) to March 7, 2008.

Sale is Postponed for the following reason:

To allow time for service of the Notice of Sale to be completed.

Thank you for your attention to this matter.

Sincerely yours,


Chris Stearns
Foreclosure Manager

/ads