

07-627-CD
Ashok Datta vs Sec. Of Housing

Ashok Datta vs Secretary of Housing
2007-627-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ASHOK DATTA

Petitioner

Vs.

SECRETARY OF HOUSING AND URBAN
DEVELOPMENT

Respondent

CIVIL DIVISION

No. 07 - 627 - CD

PETITION FOR SATISFACTION OF
MORTGAGE AS A RESULT OF
MORTGAGE FORECLOSURE ACTION

Filed on Behalf of:

Plaintiff,

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

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Original
upstairs

FILED *3cc*
APR 23 2007 Atty Colavecchi
APR 23 2007 (im)
William A. Shaw Atty pd. 85.00
Prothonotary/Clerk of Courts

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04/23/07 Atty Colavecchi;
APR 23 2007
W.M. William A. Shaw Atty pd. \$5.00
Prothonotary/Clerk of Courts

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

ASHOK DATTA :
Petitioner :
:
vs. : No. 07 - - CD
:
SECRETARY OF HOUSING AND :
URBAN DEVELOPMENT :
Respondent :

**PETITION FOR SATISFACTION OF MORTGAGE
AS A RESULT OF MORTGAGE FORECLOSURE ACTION**

Ashok Datta, through his Attorney, Joseph Colavecchi, Esquire, files this Petition and respectfully avers as follows:

1. Bradford Heights, Inc., a Pennsylvania Corporation, entered into a mortgage with WMF/Huntoon, Paige Associates Limited, on March 1, 2000, recorded at Clearfield as Instrument Number 200003548, a copy of said mortgage being attached hereto marked Exhibit "A".

2. This mortgage was then assigned by Assignment of Mortgage dated June 7, 2002 to the Secretary of Housing and Urban Development of Washington, D.C., recorded at Clearfield as Instrument Number 200210458, a copy of said Assignment being attached hereto marked Exhibit "B".

3. There is also placed of record a Financing Statement filed under the Uniform Commercial Code to file Number P-51055 dated March 16, 2000, having Docket Number 16-304-07 with the office of the Clearfield County Prothonotary and with the Clearfield County Recorder of Deeds, having Instrument Number 200003550, describing the real estate and goods which were to become fixtures on the real estate as collateral, with the secured party listed as WMF/Huntoon, Paige Associates Limited and/or the Secretary of Housing and Urban Development. Copies of said financing statement is being attached hereto marked Exhibit "C".

4. This mortgage became in default and the Secretary designated R. Darryl Ponton & Associates as Foreclosure Commissioner to conduct a nonjudicial foreclosure of the mortgage.

5. R. Darryl Ponton & Associates conducted a foreclosure sale on June 26, 2003 which resulted in a deed dated July 30, 2003 conveying the property which is the subject of the mortgage to Harbans Lal Gera and Ashok Datta. A copy of the deed recorded at Clearfield as Instrument Number 200313680 is attached hereto marked Exhibit "D".

6. As a result of the foreclosure and sale, the mortgage would be satisfied under Pennsylvania law and the financing statement would also be satisfied and discontinued.

7. However, the Mortgage filed as Instrument Number 200003548 and the Assignment of Mortgage filed as Instrument Number 200210458 still show on the record at the office of the Clearfield County Prothonotary as unsatisfied. The financing statement also shows on the records as being outstanding.

8. It is alleged on information and belief that the office of the Secretary of Housing and Urban Development does not oppose the satisfaction of this mortgage and the satisfaction or discontinuing of the financing statement since their position is that as a matter of law, the mortgage and financing statement was satisfied as a result of the foreclosure sale.

WHEREFORE, Petitioner is asking that a Rule be issued and directed to the Secretary of Housing and Urban Development to show cause why an Order should not be issued by the Court to direct the Prothonotary for Clearfield County, Pennsylvania to satisfy the mortgage filed as Instrument Number 200003548 and Assignment of Mortgage filed as Instrument Number 200210458, and to further

direct the office of the Clearfield County Prothonotary to show the financing statement as recorded to Docket No. L6-304-07, File No. P-51055, dated March 16, 2000, and the office of the Recorder of Deeds to show the financing statement as recorded to Instrument Number 200003550, dated March 16, 2000, as satisfied and discontinued.



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Petitioner
221 East Market Street
Clearfield, PA 16830

April 19, 2007

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P. O. BOX 131
CLEARFIELD, PA

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania
INSTRUMENT NUMBER
200003548
RECORDED ON
Mar. 16, 2000
11:27:20 AM
RECORDING FEES - \$15.00
RECORDER
IMPROVEMENT FUND
STATE MWT TAX
TOTAL
\$17.50

MORTGAGE

THIS MORTGAGE made as of the 1st day of March, 2000, between BRADFORD HEIGHTS, INC., a Pennsylvania corporation, the Mortgagor and WMF/HUNTOON, PAIGE ASSOCIATES LIMITED, a corporation organized and existing under the laws of Delaware and having its principal place of business at 379 Thornall Street, 10th Floor, Edison, New Jersey, 08837-2231, the Mortgagee.

In order to secure the payment of an indebtedness in the principal sum of One Million Nine Hundred Seventy-One Thousand and No/100ths Dollars (\$1,971,000.00), lawful money of the United States, which sum or so much thereof as may be advanced with interest thereon from the date hereof at the rate of Eight and Nine-Tenths per centum (8.9%) per annum (the "Construction Interest Rate") up to and including the date of Final Endorsement hereof by the SECRETARY OF HOUSING AND URBAN DEVELOPMENT; and thereafter at the rate of Eight and Five-Eighths per centum (8.625%) per annum (the "Permanent Interest Rate"), is payable in accordance with the terms of a certain note bearing even date herewith as follows:

Interest alone (calculated at the Construction Interest Rate) on such amount of principal as may be advanced from time to time, computed from the date of each such advance, shall be due and payable monthly on the first day of April, 2000, and on the first day of each month thereafter, up to and including the date of Final Endorsement hereof by the Secretary of Housing and Urban Development (the "Secretary"). Thereafter interest shall be due and payable at the Permanent Interest Rate regardless of whether amortization shall have commenced. Commencing on April 1, 2001 (the "Amortization Commencement Date"), monthly installments of interest (calculated at the Permanent Interest Rate) and principal shall be due and payable in the sum of Fourteen Thousand Six Hundred Thirty-Six and 99/100ths Dollars (\$14,636.99) each, such payments to continue monthly thereafter on the first day of each succeeding month until the entire indebtedness has been paid in full. In any event, the balance of principal (if any) remaining unpaid, plus accrued interest, shall be due and payable March 1, 2041. The installments of principal and interest shall be applied first to interest at the applicable rate aforesaid upon the principal sum or so much thereof as shall from time to time remain unpaid, and the balance thereof shall be applied on account of principal. In the event that Final Endorsement of this Note by the Secretary has not taken place at least one (1) month prior to the Amortization Commencement Date, the maker shall pay the aforesaid installments of principal and interest (calculated at the Permanent Interest Rate) plus an additional amount representing the difference between interest at the Permanent Interest Rate and the Construction Interest Rate up to and including the date of Final Endorsement.

which note provides: (1) that ^{*}privilege is reserved to pay the debt in whole or in an amount equal to one or more monthly payments on principal next due, on the first day of any month prior to maturity upon at least thirty (30) days prior written notice to the holder; (2) that if the debt is paid in full prior to maturity and while insured under the National Housing Act, all parties liable for payment thereof hereby agree to be jointly and severally bound to pay to the holder hereof any adjusted premium charge required by the applicable Regulations; (3) that notwithstanding any provision for a prepayment charge or premium, prepayments of principal made aforesaid, which do not exceed an aggregate of fifteen per centum (15%) of the original principal sum of the note in any one calendar year, may be made without any prepayment charge or premium; and (4) that no default shall exist by reason of nonpayment of any required installment of principal so long as the amount of optional additional prepayments of principal made pursuant to the privilege of prepayment equals or exceeds the amount of such required installment of principal;

And also to secure payment by the Mortgagor to the Mortgagee of all sums expended or advanced by the Mortgagee pursuant to any term or provision of this mortgage;

And also to secure performance of each covenant, term, condition and agreement of the Mortgagor herein contained and in a certain Building Loan Agreement and Regulatory Agreement hereinafter referred to;

The Mortgagor for valuable consideration, the receipt of which is hereby acknowledged, hath granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release and confirm unto the said Mortgagee, all the following-described real estate situate in the Township of Bradford County of Clearfield , and Commonwealth of Pennsylvania; to wit:

* , except as set forth in Allonge #1 attached to the Note,

EXHIBIT "A"

Exhibit A

BEGINNING at a railroad rail found marking the southeasterly corner of land now or formerly owned by K.C. Investments, Inc. (as more fully described in Clearfield County Deed book 1199, Page 348) on line of lands now or formerly of Eugene Peters, et ux (as more fully described in Clearfield County Deed Book 521, Page 188); thence along said lands now or formerly owned by K.C. Investments, Inc. North 08° 03' 49" East (crossing over a 1" rebar with cap at 1,137.34 feet), a total distance of 2,618.00 feet to a 1" rebar; thence along same, North 79° 09' 46" West 555.55 feet to a 1" rebar; thence along Lot 21, North 43° 27' 57" East, 528.96 feet to a 1" rebar; thence along a curve to the left having a delta angle of 29° 05' 38", a radius of 1,150.00 feet, an arc length of 553.95 feet, a chord bearing of North 61° 35' 16" West, and a chord distance of 577.10 feet to a 1" rebar set in the centerline of a 175 foot wide easement for New York State Electric and Gas Corporation; thence along the centerline of said easement, North 43° 27' 57" East, 132.41 feet to a 1" rebar situate on the southerly right-of-way line of Interstate 80; thence along the right-of-way of Interstate 80, South 80° 14' 36" East, 1,053.66 feet to a 1" rebar; thence along same, South 09° 45' 24" West, 140.00 feet to a 1" rebar; thence along same, South 80° 14' 36" East, 551.00 feet to a 1" rebar marking the northwesterly corner of lands now or formerly owned by Robert Duval & Bruce Hathaway Real Estate Partnership (as more fully described in Clearfield County Deed book 1946, Page 195); thence along said lands now or formerly owned by Robert Duval & Bruce Hathaway Real Estate Partnership, South 14° 49' 35" West, 588.00 feet to a 1" rebar on the northerly line of lands now or formerly owned by Crown Atlantic Co. LLC (as described in Clearfield County Record Book 1999, Page 7960); thence along said lands now or formerly owned by Crown Atlantic Co. LLC, North 81° 38' 28" West, 31.60 feet to a 1" rebar; thence along same, South 15° 00' 09" West, 392.47 feet to a 1" rebar; thence along same, South 50° 48' 51" East, 623.84 feet to a rebar with cap found situate on the westerly right-of-way line of Township Road T-150 (an 80 foot wide right-of-way); thence along the westerly right-of-way line of T-150, South 38° 40' 55" West, 50.66 feet to a 1" rebar; thence continuing along the right-of-way line of T-150, along a curve to the left having a radius of 11,499.19 feet, a delta angle of 04° 50' 24" an arc length of 971.66 feet, a chord bearing of South 57° 31' 22" West, and a chord distance of 971.38 feet to a rebar with cap found; thence along lands now or formerly owned by John M. Jordan, et ux (as more fully described in Clearfield County Deed Book 1409, Page 90), North 73° 41' 50" West, 754.50 feet to a 1" rebar; thence along same, South 08° 03' 49" West, 1,054.80 feet to a rebar with cap found; thence along same, South 64° 30' 00" East, 283.66 feet to a 1" rebar situate on the westerly right-of-way line of T-150; thence along the westerly right-of-way line of T-150, South 31° 28' 00" West, 3.28 feet to a railroad rail; thence along lands now or formerly owned by Eugene Peters, et ux, North 81° 03' 46" West, 302.37 feet to a railroad rail found, being the place of beginning.

CONTAINING 55.48 acres and being a portion of a larger tract of land which became vested in the Grantors herein by deed recorded in Clearfield County Deed book 1400, Page 212.

UNDER AND SUBJECT to a right-of-way in favor of Pennsylvania Electric Company as more fully described in Clearfield County Miscellaneous Book 132, Page 390, that portion of the 175 foot easement in favor of New York State Electric & Gas Corporation which is located upon the herein above described property as more fully described in Clearfield County Miscellaneous Book 146, Page 138 a right-of-way for Bell of Pennsylvania as more fully described in Clearfield County Miscellaneous Book 133 page 674 and the right-of-way of Bradford Drive, a 50 foot wide right-of-way as located upon the herein above described property.

TOGETHER with all and singular the buildings and improvements on said premises, as well as all alterations, additions, or improvements now or hereafter made to said premises, and any and all appliances, machinery, furniture, and equipment (whether fixtures or not) of any nature whatsoever now or hereafter installed in or upon said premises, streets, alleys, passages, ways, waters, water courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever therunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and

TOGETHER with all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein; and

TOGETHER with all fixtures and articles of personal property now or hereafter attached to or in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods, chattels, and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner.

And the said Mortgagor, for itself, its successors and assigns does hereby covenant, promise, and agree with said Mortgagee, its successors and assigns, that all furnaces, heaters, ranges, mantels, cabinets, gas and electric light fixtures, elevators, laundry equipment, refrigerator, air-conditioning equipment, including all operating equipment, Murphy beds and all apparatus, appliances, and fixtures for the creation and distribution of light, heat, power, and water, including all pipes, wires, faucets, bathrooms and kitchen fixtures of whatever kind and nature at present contained or hereafter placed in the building or hereafter standing upon the mortgaged premises and all structures, gas and oil tanks, screens, shades, awnings and venetian blinds, storm doors and windows and equipment erected or placed in or upon the mortgaged premises are to be considered as annexed to and forming part of the freehold.

TO HAVE AND TO HOLD the said lot or piece of ground described, with the buildings and improvements thereon erected, the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances unto the said Mortgagee, its successors or assigns, to and for the only proper use and behoof of the said Mortgagee, its successors or assign forever;

Provided however that if said Mortgagor does and shall well and truly pay or cause to be paid unto the said Mortgagee, the aforesaid debt or principal sum secured by this mortgage, on the day and time and in the manner hereinbefore mentioned and appointed for payment of the same, together with interest and all sums advanced for payment of any ground rents, taxes, water rents, charges, claims or insurance premiums and any other advance hereunder as aforesaid, without any fraud or further delay and without any deduction, defalcation or abatement to be made of anything, for or in respect of any ground rents, taxes or water rents or charges or claims or advances whatsoever, then this mortgage and the estate hereby granted, shall cease and become void.

The Mortgagor covenants with the Mortgagee as follows:

1. That the Mortgagor will deposit with the Mortgagee concurrently with payments of interest or of interest and principal, on the first day of each month after the date hereof until the said note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this mortgage and the note secured hereby are insured, or a monthly service charge, if they are held by the Secretary of Housing and Urban Development, as follows:

(i) If and so long as said note of even date and this mortgage are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder, or

(ii) Beginning with the first day of the month following an assignment of this mortgage and the note secured hereby to the Secretary of Housing and Urban Development, a monthly service charge which shall be an amount equal to one-twelfth of one-half per centum of the average outstanding principal balance due on the note computed for each successive year, beginning with the first of the month following such assignment, without taking into account delinquencies or prepayments.

(b) A sum equal to the ground rents, if any, next due, plus the premium that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus water rents, taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, water rents, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, water rents, taxes, and special assessments.

(c) All monthly installments of interest or of principal and interest and all payments mentioned in paragraphs (a) and (b) above shall be added together, and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

- (i) Premium charges under the contract of insurance with the Secretary of Housing and Urban Development, acting by and through the Federal Housing Commissioner or service charge;
- (ii) Ground rents, taxes, water rents, assessments, fire and other hazard insurance premiums;
- (iii) Interest on the debt secured hereby; and
- (iv) Amortization of the principal of the debt secured hereby.

Provided that any excess funds accumulated under paragraph (b) above remaining after payment of the items thereina mentioned, shall be credited to subsequent monthly payments of the same nature required thereunder; but if any such item shall exceed the estimate therefor, the Mortgagor shall without demand forthwith make good the deficiency. Failure to do so before the due date of such item shall be a default hereunder. In case of termination of the contract of mortgage insurance by prepayment of the mortgage in full, or otherwise (except as hereinafter provided), accumulations under paragraph (a) above not required to meet payments due under the contract of mortgage insurance, shall be credited to the Mortgagor. If the property is sold under foreclosure or is otherwise acquired by the Mortgagee after default, any remaining balance of the accumulations under paragraph (b) above shall be credited to the principal of the debt as of the date of commencement of foreclosure proceedings or as of the date the property is otherwise acquired; and accumulations under paragraph (a) above shall be similarly applied unless required to pay sums due to the Secretary of Housing and Urban Development, acting by and through the Commissioner under the contract of mortgage insurance.

2. That the Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire and such other hazards, casualties, and contingencies, as may be stipulated by the Secretary of Housing and Urban Development, acting by and through the Commissioner upon the insurance of the mortgage and other hazards as may be required from time to time by the Mortgagee, and all such insurance shall be carried in such companies and be for such periods as may be required by the Mortgagee, and be in an amount which will comply with the coinsurance clause applicable to the location and character of the property but not less than eighty per centum (80%) of the actual cash value of the insurable improvements and equipment of the property and will pay when due any insurance premiums not provided for by monthly payments hereunder and in default thereof the Mortgagee may effect such insurance. Such policies shall be in standard form and endorsed with standard mortgage clause with loss payable to the Mortgagee and the Secretary of Housing and Urban Development, acting by and through the Federal Housing Commissioner as interest may appear, and shall be deposited with the Mortgagee. If the premises covered hereby, or any part thereof, shall be destroyed or damaged by fire or other hazard against which insurance is held as hereinabove provided, the amounts paid by any insurance company or companies by reason of such damage, in pursuance of the contract or contract of such fire or other hazard insurance, to the extent of the indebtedness secured hereby remaining unpaid, shall be paid to the Mortgagee, and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises. *

3. That the Mortgagor will keep said premises in as good order and condition as they now are, and will not commit or permit any waste of said premises, reasonable wear and tear excepted. If the Mortgagor shall refuse or neglect to make or cause to be made all necessary repairs to

* The insurance company providing such coverage shall be selected by Mortgagor subject to approval of the Mortgagee, which approval shall not be unreasonably withheld.

the mortgaged property, then at the option of the Mortgagor, such repairs may be made at the expense of the Mortgagor, and the cost thereof, with interest at the rate provided in the note secured hereby shall be added to and made a part of the principal debt secured hereby and shall be payable on demand.

4. The Mortgagor shall have the right to advance and pay any ground rents, taxes, assessments, water rents, and all other charges and claims which are provided to be made by the Mortgagor in paragraphs 1(a) and 1(b) above, and to advance and pay any sums of money that in its or their judgment may be necessary to perfect or preserve the title of the premises covered hereby. Any amount or amounts so paid by the Mortgagor shall be added to the principal debt secured hereby, shall bear interest at the rate provided in the note secured hereby from the date of payment, and shall be payable on demand. The Mortgagor, at its option, shall be entitled to be subrogated to any lien, claim or demand paid by it, or discharged with money advanced by it and secured by this mortgage.

5. That so long as this mortgage and the note secured hereby are insured under the provisions of the National Housing Act, or held by the Secretary of Housing and Urban Development, the Mortgagor will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed.

6. That so long as this mortgage and the note secured hereby are insured under the provisions of the National Housing Act, or held by the Secretary of Housing and Urban Development, the Mortgagor will not rent dwelling accommodations in the mortgaged premises at rental rates in excess of the rates permitted by the Secretary of Housing and Urban Development, acting by, and through the Federal Housing Commissioner or for periods of less than one (1) month or in excess of three (3) years, nor rent the premises as an entirety.

7. That the indebtedness secured by this mortgage represents funds to be used in the construction of certain improvements on the lands herein described, in accordance with a building loan agreement between the Mortgagor and the Mortgagor dated March 1, 2000

, a copy of which is attached hereto and made a part hereof (provided, however, that if and to the extent that said building loan agreement is inconsistent herewith, this mortgage shall govern). If the construction of the improvements to be made pursuant to said building loan agreement shall not be carried on with reasonable diligence, or shall be discontinued at any time for any reason other than strikes or lock-outs, the Mortgagor, after due notice to the Mortgagor, or any subsequent owner, is hereby vested with full and complete authority to enter upon the said premises to employ watchmen to protect such improvements from depredation or injury and to preserve and protect the personal property therein, to continue any and all outstanding contracts for the erection and completion of said building or buildings, to make and enter into any contracts and obligations wherever necessary, either in its own name or in the name of the Mortgagor, or other owner, and to pay and discharge all debts, obligations, and liabilities incurred thereby. All such sums so advanced by the Mortgagor (exclusive of advances of the principal of the indebtedness secured hereby) shall be added to the principal of the indebtedness secured hereby and all shall be secured by this mortgage and shall be due and payable on demand with interest at the rate provided in the note secured hereby, but no such advances shall be insured unless same are specifically approved by the Federal Housing Commissioner prior to the making thereof. The principal sum and the other charges provided for herein shall, at the option of the Mortgagor or holder of this mortgage and the note secured hereby become due and payable on the failure of the Mortgagor, or other owner, to keep and perform any of the covenants, conditions and agreements of said building loan agreement. This covenant shall be terminated upon the completion of the improvement to the satisfaction of the Mortgagor and the making of the final advance as provided in said building loan agreement.

8. That the Mortgagor will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage; and further, that it will keep and maintain said property free from the claim of all persons supplying labor or materials which will enter into the construction of any and all buildings now being erected or to be erected on said property.

9. That the improvements about to be made upon the premises above described and all plans and specifications comply with all municipal ordinances and regulations made or promulgated by law authority, and that the same will upon completion comply with all such municipal ordinances and regulations and with the rules of the Board of Fire Underwriters having jurisdiction.

10. That the Mortgagor will not permit or suffer the use of any of the property for any purpose other than that for which the same is now agreed upon to be used; nor will it permit or suffer any alteration of or addition to the buildings or improvements hereafter constructed in or upon said property without the consent of the Mortgagor.

11. That the Regulatory Agreement, if any, executed by the Mortgagor and the Secretary of Housing and Urban Development, acting by and through the Federal Housing Commissioner, which is being recorded simultaneously herewith, is incorporated in and made a part of this Mortgage. Upon default under the Regulatory Agreement and upon the request of the Secretary of Housing and Urban Development, acting by and through the Federal Housing Commissioner, the Mortgagor, at its option, may declare the whole of the indebtedness secured hereby to be due and payable.

It is agreed that if at any time, a Writ of Fieri Facias or other execution is properly issued upon a judgment obtained upon the note secured hereby, or if an Action of Mortgage Foreclosure is brought or a Writ of Scire Facias is issued or other foreclosure proceedings instituted upon this mortgage, an attorney's commission for collection, viz:

five per centum (5%) of said principal debt or sum shall be payable, and shall be recovered in addition to all principal and interest and all other recoverable sums then due, besides costs of suit. The Mortgagor does hereby expressly waive and relinquish all benefit that may accrue to him by virtue of any and every law, civil or military, made or to be made hereafter exempting the mortgaged premises from attachment, levy and sale under execution.

It is further agreed that the holder of this mortgage, in any action to foreclose, shall be entitled to the appointment of a Receiver of the rents and profits of the mortgaged premises as a matter of right and without notice, with power to collect the rents, issues, and profits of said mortgaged premises, due and becoming due during the pendency of such foreclosure suit, such rents and profits being hereby expressly assigned and pledged as additional security for the payment of the indebtedness secured by this mortgage, without regard to the value of the mortgaged premises or the solvency of any person or persons liable for the payment of the mortgage indebtedness. The Mortgagor for itself and any subsequent owner hereby waives any and all defences to the application for a Receiver and hereby specifically consents to such appointment without notice, but nothing herein contained is to be construed to deprive the holder of the mortgage of any other right, remedy, or privilege it may now have under the law to have a Receiver appointed. The provision for the appointment of a Receiver of the rents and profits, and the assignment of such rents and profits, is made an express condition upon which the loan hereby secured is made. The rights and remedies herein provided for shall be deemed to be cumulative and in addition to, and not in limitation of, those provided by law.

It is also agreed that, for the purpose of procuring possession of said mortgaged premises to the Mortgagor, its successors and assigns, in the event of any default as defined below, the Mortgagor, for the Mortgagor and for the successors and assigns of the Mortgagor, does hereby authorize and empower any attorney of any court as attorney for the Mortgagor, and for the successors or assigns of the Mortgagor, to sign an agreement for entering in any competent court an amicable action or judgment in ejectment, without any stay of execution, against the Mortgagor, or the successors or assigns of the Mortgagor and against all persons claiming under the Mortgagor, or the successors or assigns of the Mortgagor and for the recovery by the Mortgagor, its successors or assigns, of possession of the mortgaged premises. In any such action, this mortgage or a copy thereof, verified by affidavit, shall be a sufficient warrant of attorney. Thereupon a Writ of Habere Facias Possessionem may issue forthwith without any prior writ or proceeding whatsoever. It is hereby expressly agreed that if for any reason after such action has been commenced the same shall be discontinued, marked satisfied of record or by determined, or possession of the mortgaged premises shall remain in or be restored to the Mortgagor, or the successors or assigns of the Mortgagor, the Mortgagor, its successors and assigns, shall have the right for the same default or in the event of any subsequent defaults, to bring one or more further amicable actions in the manner hereinbefore set forth to recover possession of the mortgaged premises. The Mortgagor, its successors and assigns, shall have the right to bring such amicable action in ejectment after an Action of Mortgage Foreclosure is brought or after the issuance of a Scire Facias sur Mortgage or other foreclosure proceedings are instituted upon this mortgage and after judgment thereon or therein, and after a sale of the mortgaged premises by the sheriff.

It is also expressly agreed that if the Mortgagor should fail to pay any instalment of principal and interest or payment due pursuant to covenant one above within thirty (30) days after the due date of such instalment or payment, or if the Mortgagor should fail to perform any of

the terms, conditions or covenants of the mortgage, the note, the building loan agreement, or the regulatory agreement, such failure shall constitute a default and in every such case, the whole principal debt shall, at the option of the Mortgagor, become due and payable immediately, and it shall and may be lawful for said Mortgagor forthwith to bring an Action of Mortgage Foreclosure, to sue out a Writ of Scire Fasias, or to institute other foreclosure proceedings upon this mortgage, and to proceed to judgment and execution for recovery of said principal debt, all interest thereon, all sums advanced for payment of any ground rent, taxes, water rents, charges, claims or insurance premiums as aforesaid, and all other recoverable sums, together with an attorney's commission for collection, without further stay of execution or otherwise process, any law, usage or custom to the contrary notwithstanding. The Mortgagor hereby waives and relinquishes unto and in favor of the Mortgagors, all benefit under the laws now in effect or hereafter passed to relieve the Mortgagor in any manner, or to reduce the amount of the note to any greater extent than the amount actually paid for the premises hereby mortgaged at the sale thereof in any judicial proceedings upon the said note or upon this mortgage.

This mortgage and every covenant and agreement herein contained shall be binding upon and inure to the benefit of the Mortgagor and the Mortgagess and their respective successors and assigns and to the extent permitted by law shall bind every subsequent owner of the mortgaged premises.

Notwithstanding any other provision contained herein or in the Mortgage Note, it is agreed that the execution of the Mortgage Note shall impose no personal liability upon the Mortgagor (or any of its officers, directors or shareholders) for payment of the indebtedness evidenced thereby and in the event of a default, the holder of the Mortgage Note shall look solely to the property subject to this Mortgage and to the rents, issues and profits thereof in satisfaction of the indebtedness evidenced by the Mortgage Note and will not seek or obtain any deficiency or personal judgment against the Mortgagor (or any of its officers, directors or shareholders), except such judgment or decree as may be necessary to foreclose or bar its interest in the property subject to this Mortgage and all other property mortgaged, pledged, conveyed or assigned to secure payment of the Mortgage Note; provided, that nothing in this condition and no action so taken shall operate to impair any obligation of the Mortgagor under the Regulatory Agreement herein referred to and made a part hereof.

This Mortgage shall be construed according to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the said Mortgagor has caused these presents to be signed in its name by its duly authorized officer as of this 1st day of March, 2000.

BRADFORD HEIGHTS, INC.
a Pennsylvania corporation

By:

Stephen J. Petuck
President

ACKNOWLEDGMENT

On this 8th day of March, 2000, before me, the undersigned officer, personally appeared Stephen J. Petuck, who acknowledged himself to be the President of **BRADFORD HEIGHTS, INC.**, a Pennsylvania corporation that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained in the name of such corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

[SEAL]

My commission expires: 08/31/01

C. Title of Officer: LAWRENCE PAYNE
NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 31, 2001

CERTIFICATE OF RESIDENCE

I, Carmen A. Holley, do hereby certify that the correct address of the within-named Mortgagee is 379 Thornall Street, 10th Floor, Edison, New Jersey 08837-2231

Witness my hand this 10th day of March, 2000

Carmen A. Holley
Carmen A. Holley, Assistant Vice President

COMMONWEALTH OF
PENNSYLVANIA

Loss No. 033-00071-PM

Mortgage

BRADFORD HEIGHTS, INC.

8

WMPF/HUNTOON, PAIGE ASSOCIATES
LIMITED

COMMONWEALTH OF PENNSYLVANIA, } ss:
COUNTY OF CLEARTFIELD }
Recorder on this day of
A.D. , in the
Recorder's Office of said County, in Mortgage Book,
Page .
Given under my hand and seal of the said office, the
Vol.

Project: Bradford Heights
Location: Bradford Township, PA
FHA No: 033-00071

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

PRUDENTIAL HUNTOON PAIGE ASSOCIATES, LTD. (FORMERLY KNOWN AS WMF/HUNTOON, PAIGE ASSOCIATES LIMITED), a Delaware corporation, hereinafter referred to as the Assignor, for value received does by these presents, without recourse, representation or warranty, except as hereinafter set forth, grant, bargain, sell, assign, transfer and set over unto the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, OF WASHINGTON, D.C., HIS SUCCESSORS AND ASSIGNS, hereinafter referred to as the Assignee, all right, title and interest in and to that certain:

Mortgage Note and Mortgage each dated March 1, 2000, executed by Bradford Heights, Inc., a Pennsylvania corporation, each being in the original principal amount of One Million Nine Hundred Seventy One Thousand and no/100 Dollars (\$1,971,000.00), which Mortgage Note was made payable to WMF/Hunton, Paige Associates Limited, and which Mortgage was recorded on March 16, 2000, as Document # 200003548, in the Office of the Recorder, Clearfield County, Pennsylvania and covering the following described property:

SEE EXHIBIT "A" ATTACHED HERETO

TO HAVE AND TO HOLD the same unto the said SECRETARY OF HOUSING AND URBAN DEVELOPMENT OF WASHINGTON, D.C., HIS SUCCESSORS AND ASSIGNS.

This Assignment is made without recourse or warranty, except that the undersigned hereby warrants that no act or omission of the undersigned has impaired the validity or priority of the said Mortgage, that the said Mortgage is prior to all mechanics' and materialmen's liens filed of record subsequent to the recording of such Mortgage regardless of whether such liens attached prior to such recording date, and prior to all liens and encumbrances which may have attached or defects which may have arisen subsequent to the recording of such Mortgage except such liens or other matters as have been approved by the assignee hereunder, that, as of the date of the execution of this assignment, the sum of One Million Eight Hundred Ninety Seven Thousand Five and 27/100 Dollars (\$1,897,005.27), together with interest accruing at the rate of 8.9% per annum, as provided in the said Mortgage Note and Mortgage, is actually due and owing under said Mortgage Note and Mortgage and that there are no offsets or counterclaims thereto, and that the undersigned has a good right to assign the said Mortgage Note and Mortgage.

EXHIBIT "B"

IN WITNESS WHEREOF, the Assignor has executed this Assignment this 7th day of June, 2002.

PRUDENTIAL HUNTOON PAIGE ASSOCIATES, LTD.

Witness:

BY:

Name: Thomas Ruffin
Title: Senior Director

Thomas Ruffin

Prepared by and after recording should be returned to Patricia A. Novak of ~~Emmett~~ Marvin & Martin, 1351 Washington Boulevard, 2nd floor, Stamford, CT 06902.

STATE OF TEXAS

}

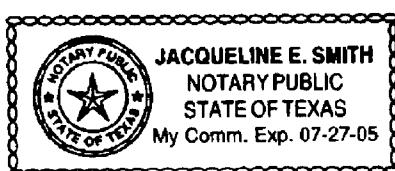
} ss:

COUNTY OF DALLAS

}

Personally appeared before me, a Notary Public, in and for said County and State this 7th day of June, 2002, Thomas Ruffin, who after being duly sworn, says that he/she is the Senior Director of Prudential Huntoon Paige Associates, Ltd. with the authority to execute the within and foregoing instrument, and satisfactorily proven to me to be the person who executed the same and acknowledged that he/she executed the same for the purposed therein contained,

WITNESS my hand and official seal.



Jacqueline E. Smith
Notary Public
My Commission Expires 7.27.05

S:\180013\FL\0006\FL180013.SGN.MTG
KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania
INSTRUMENT NUMBER
200210458
RECORDED ON
JUL 01 2002
3:33:18 PM
Total Pages: 3

RECORDING FEES -	\$13.00
RECORDER	\$2.00
COUNTY IMPROVEMENT FUND	\$3.00
RECORDER	\$0.50
IMPROVEMENT FUND	\$0.50
STATE WRIT TAX	\$0.50
TOTAL	\$18.50
CUSTOMER	
MILLER KISTLER CAMPBELL	

Exhibit A

Situate in Bradford Township, Clearfield Co., Pa.

BEGINNING at a railroad rail found marking the southeasterly corner of land now or formerly owned by K.C. Investments, Inc. (as more fully described in Clearfield County Deed book 1199, Page 348) on line of lands now or formerly of Eugene Peters, et ux (as more fully described in Clearfield County Deed Book 521, Page 188); thence along said lands now or formerly owned by K.C. Investments, Inc. North 08° 03' 44" East (crossing over a 1" rebar with cap at 1,137.34 feet), a total distance of 2,618.00 feet to a 1" rebar; thence along same, North 79° 09' 46" West 555.55 feet to a 1" rebar; thence along Lot 21, North 43° 27' 57" East, 528.96 feet to a 1" rebar; thence along a curve to the left having a delta angle of 29° 05' 38", a radius of 1,150.00 feet, an arc length of 583.95 feet, a chord bearing of North 61° 35' 16" West, and a chord distance of 577.70 feet to a 1" rebar set in the centerline of a 175 foot wide easement for New York State Electric and Gas Corporation; thence along the centerline of said easement, North 43° 27' 57" East, 132.91 feet to a 1" rebar situate on the southerly right-of-way line of Interstate 80; thence along the right-of-way of Interstate 80, South 80° 14' 36" East, 1,053.66 feet to a 1" rebar; thence along same, South 09° 45' 24" West, 140.00 feet to a 1" rebar; thence along same, South 80° 14' 36" East, 551.80 feet to a 1" rebar marking the northwesterly corner of lands now or formerly owned by Robert Duval & Bruce Hathaway Real Estate Partnership (as more fully described in Clearfield County Deed book 1946, Page 195); thence along said lands now or formerly owned by Robert Duval & Bruce Hathaway Real Estate Partnership, South 14° 49' 35" West, 588.00 feet to a 1" rebar on the northerly line of lands now or formerly owned by Crown Atlantic Co. LLC (as described in Clearfield County Record Book 1999, Page 7960); thence along said lands now or formerly owned by Crown Atlantic Co. LLC, North 81° 38' 28" West, 31.60 feet to a 1" rebar; thence along same, South 15° 00' 09" West, 342.47 feet to a 1" rebar; thence along same, South 50° 48' 51" East, 623.84 feet to a rebar with cap found situate on the westerly right-of-way line of Township Road T-150 (an 80 foot wide right-of-way); thence along the westerly right-of-way line of T-150, South 38° 40' 53" West, 30.66 feet to a 1" rebar; thence continuing along the right-of-way line of T-150, along a curve to the left having a radius of 11,499.19 feet, a delta angle of 04° 50' 29" an arc length of 971.66 feet, a chord bearing of South 37° 31' 22" West, and a chord distance of 971.38 feet to a rebar with cap found; thence along lands now or formerly owned by John M. Jordan, et ux (as more fully described in Clearfield County Deed Book 1409, Page 90), North 73° 41' 50" West, 754.50 feet to a 1" rebar; thence along same, South 08° 03' 49" West, 1,054.80 feet to a rebar with cap found; thence along same, South 64° 30' 00" East, 283.66 feet to a 1" rebar situate on the westerly right-of-way line of T-150; thence along the westerly right-of-way line of T-150, South 31° 28' 00" West, 328 feet to a railroad rail; thence along lands now or formerly owned by Eugene Peters, et ux, North 81° 03' 46" West, 302.37 feet to a railroad rail found, being the place of beginning.

CONTAINING 55.48 acres and being a portion of a larger tract of land which became vested in the Grantors herein by deed recorded in Clearfield County Deed book 1400, Page 212.

UNDER AND SUBJECT to a right-of-way in favor of Pennsylvania Electric Company as more fully described in Clearfield County Miscellaneous Book 132, Page 390, that portion of the 175 foot easement in favor of New York State Electric & Gas Corporation which is located upon the herein above described property as more fully described in Clearfield County Miscellaneous Book 146, Page 138 a right-of-way for Bell of Pennsylvania as more fully described in Clearfield County Miscellaneous Book 133 page 674 and the right-of-way of Bradford Drive, a 50 foot wide right-of-way as located upon the herein above described property.

PARTIES

Debtor name (last name first if individual) and mailing address:
Bradford Heights, Inc.
123 North Allegheny Street
Bellefonte, Pennsylvania 16823

1
Debtor name (last name first if individual) and mailing address:

1a
Debtor name (last name first if individual) and mailing address:

1b
Secured Party(ies) name(s) (last name first if individual) and address for security interest information:
HHP/Honiton, Paige Associates Limited and/or the Secretary of Housing and Urban Development as their interests may appear.
379 Thornall Street, 10th Floor
Edison, New Jersey 08837-2231

2
Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

2a
Special Types of Parties (check if applicable):

- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- Debtor is a Transmitting Utility.

3
SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)).

- a. acquired after a change of name, identity or corporate structure of the Debtor.
- b. as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania.
 - when the collateral was moved to this county.
 - when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction.
 - when the collateral was moved to Pennsylvania.
 - when the Debtor's location was moved to Pennsylvania.
- e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

SEE ATTACHED SIGNATURE PAGE

4
STANDARD FORM - FORM UCC-1 (7-89)
Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT

Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on
reverse side of page 4 before completing

Filing No. (stamped by filing officer): **2003003350** Date, Time, Filing Office (stamped by filing officer):

1	2	3	4	5
RECORDING FEES	RECORDING FEES	RECORDING FEES	RECORDING FEES	KAREN L. STERCK REGISTER AND RECORDER CLEARFIELD COUNTY Pennsylvania
RECORDED	ON	11:27:22 AM	2000	Commercial Code.
STATE UCC FEES	INSTRUMENT NUMBER	2003003350	UNIFORM COMMERCIAL CODE	County.
TOTAL	COUNTY IMPROVEMENT FUND	11:27:22 AM	2000	County.

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the **Commonwealth of Pennsylvania** (check applicable box):

- Secretary of the Commonwealth **11:27:22 AM** **04.35**
- Prothonotary of **04.35**
- real estate records of **Clearfield**

6
Number of Additional Sheets (if any):

7
Optional Special Identification (Max. 10 characters):

8
COLLATERAL

Identify collateral by item and/or type:

9
See Exhibit "B" attached hereto and made a part hereof for a description of collateral.

- (check only if desired) Products of the collateral are also covered.

10
Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es))

- a. crops growing or to be grown on -
- b. goods which are or are to become fixtures on -
- c. minerals or the like (including oil and gas) as extracted on -
- d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____ for _____ County, Uniform Parcel Identifier _____

Described on Additional Sheet. See Exhibit "A" attached hereto.

Name of record owner (required only if no Debtor has an interest of record):

10
DEBTOR SIGNATURE(S)

Debtor Signature(s):

11
1 SEE ATTACHED SIGNATURE PAGE

1a

1b

12
RETURN RECEIPT TO:

D. Randolph Cole, Jr., Esq.
Krooth & Altman LLP
1850 M Street, N.W., Suite 400
Washington, D.C. 20036

REORDER FROM
Registré, Inc.
314 FIERCE ST.
P.O. BOX 216
ANOKA, MN 55303
(612) 422-1723

EXHIBIT "C"

(2) FILING OFFICE ACKNOWLEDGEMENT COUNTY ONLY

ADDENDUM AND SIGNATURE PAGE TO FINANCING STATEMENTS

13. The Secretary of Housing and Urban Development ("HUD") is shown as a Secured Party as its interest may appear as the insurer of the \$1,971,000.00 mortgage loan. The Debtor and the Secured Party hereby agree that HUD is an additional secured party under the Security Agreement together with the Lender, as their interests may appear. Pursuant to said Security Agreement, nothing herein or in the Security Agreement shall require the execution, now or at any future time, of any amendment, extension or other document by HUD, the Lender being the sole Secured Party required to sign any such document in order to render them effective.

DEBTOR:

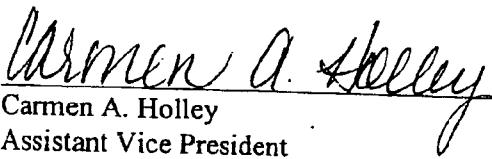
BRADFORD HEIGHTS, INC.
a Pennsylvania corporation

By: 

Stephen J. Petuck
President

SECURED PARTY:

WMF/HUNTOON, PAIGE ASSOCIATES LIMITED
a Delaware corporation

By: 

Carmen A. Holley
Assistant Vice President

Exhibit A

BEGINNING at a railroad rail found marking the southeasterly corner of land now or formerly owned by K.C. Investments, Inc. (as more fully described in Clearfield County Deed book 1199, Page 348) on line of lands now or formerly of Eugene Peters, et ux (as more fully described in Clearfield County Deed Book 521, Page 188), thence along said lands now or formerly owned by K.C. Investments, Inc. North 08° 03' 49" East (crossing over a 1" rebar with cap at 1,137.34 feet), a total distance of 2,618.00 feet to a 1" rebar; thence along same, North 79° 09' 46" West, 555.55 feet to a 1" rebar; thence along Lot 21, North 43° 27' 57" East, 520.96 feet to a 1" rebar; thence along a curve to the left having a delta angle of 29° 05' 58", a radius of 1,150.00 feet, an arc length of 589.45 feet, a chord bearing of North 61° 55' 16" West, and a chord distance of 577.70 feet to a 1" rebar set in the centerline of a 173 foot wide easement for New York State Electric and Gas Corporation; thence along the centerline of said easement, North 43° 27' 57" East, 152.91 feet to a 1" rebar situated on the southerly right-of-way line of Interstate 80; thence along the right-of-way of Interstate 80, South 80° 14' 56" East, 1,053.66 feet to a 1" rebar; thence along same, South 09° 45' 24" West, 140.00 feet to a 1" rebar; thence along same, South 80° 14' 56" East, 551.00 feet to a 1" rebar marking the northwesterly corner of lands now or formerly owned by Robert Duval & Bruce Hathaway Real Estate Partnership (as more fully described in Clearfield County Deed book 1946, Page 195), thence along said lands now or formerly owned by Robert Duval & Bruce Hathaway Real Estate Partnership, South 14° 49' 35" West, 588.00 feet to a 1" rebar on the northerly line of lands now or formerly owned by Crown Atlantic Co. LLC (as described in Clearfield County Record Book 1999, Page 7960), thence along said lands now or formerly owned by Crown Atlantic Co. LLC, North 81° 58' 28" West, 31.60 feet to a 1" rebar; thence along same, South 15° 00' 09" West, 542.47 feet to a 1" rebar; thence along same, South 50° 48' 51" East, 623.84 feet to a rebar with cap found situated on the westerly right-of-way line of Township Road T-150 (an 80 foot wide right-of-way); thence along the westerly right-of-way line of T-150, South 58° 40' 55" West, 30.66 feet to a 1" rebar; thence continuing along the right-of-way line of T-150, along a curve to the left having a radius of 11,499.19 feet, a delta angle of 04° 50' 29" an arc length of 971.66 feet, a chord bearing of South 57° 31' 22" West, and a chord distance of 971.50 feet to a rebar with cap found; thence along lands now or formerly owned by John M. Jordan, et ux (as more fully described in Clearfield County Deed Book 1409, Page 90), North 73° 41' 50" West, 754.50 feet to a 1" rebar; thence along same, South 08° 03' 49" West, 1,054.80 feet to a rebar with cap found; thence along same, South 64° 30' 00" East, 253.66 feet to a 1" rebar situated on the westerly right-of-way line of T-150; thence along the westerly right-of-way line of T-150, South 31° 28' 00" West, 328 feet to a railroad rail; thence along lands now or formerly owned by Eugene Peters, et ux, North 81° 05' 46" West, 502.57 feet to a railroad rail found, being the place of beginning.

CONTAINING 55.48 acres and being a portion of a larger tract of land which became vested in the Grantors herein by deed recorded in Clearfield County Deed book 1400, Page 212.

UNDER AND SUBJECT to a right-of-way in favor of Pennsylvania Electric Company as more fully described in Clearfield County Miscellaneous Book 132, Page 390, that portion of the 173 foot easement in favor of New York State Electric & Gas Corporation which is located upon the herein above described property as more fully described in Clearfield County Miscellaneous Book 146, Page 138, a right-of-way for Bell of Pennsylvania as more fully described in Clearfield County Miscellaneous Book 153 page 674 and the right-of-way of Bradford Drive, a 50 foot wide right-of-way as located upon the herein above described property.

**EXHIBIT "B" TO SECURITY AGREEMENT
AND FINANCING STATEMENTS**

This Exhibit "B" is attached to, incorporated by reference in, and forms a part of that certain Security Agreement and Financing Statements (collectively, the "Security Documents"), executed and delivered by the Debtor in connection with the financing of the Project (as hereinafter defined) in favor of **WMF/HUNTOON, PAIGE ASSOCIATES LIMITED**, a Delaware corporation (the "Secured Party").

This Exhibit "B" refers to the following collateral, which may be now or hereafter located on the premises of, relate to, or be used in connection with, the acquisition or refinancing, repair, ownership, management, and operation of a certain manufactured housing project known as "**BRADFORD HEIGHTS**" (the "Project"), FHA Project No. 033-00071, located in Clearfield County, Pennsylvania and owned by **BRADFORD HEIGHTS, INC.**, a Pennsylvania corporation (the "Debtor"):

1. All income, rents, profits, receipts and charges from the Project.
2. All accounts including without limitation the following: Reserve for replacement, residual receipts, and special funds; ground rents, taxes, water rents, assessments and fire and other hazard-insurance premiums; accounts receivable; operating revenue; initial operating escrow; and escrow for latent defects.
3. All insurance and condemnation proceeds; and all inventories.
4. All materials now owned or hereafter acquired by the Debtor and intended for the construction, reconstruction, alteration and repair of any building, structure or improvement now or hereafter erected or placed on the property described in Exhibit "A" attached hereto (the "Property"), all of which materials shall be deemed to be included within the Project immediately upon the delivery thereof to the Project.
5. All of the walks, fences, plants, trees, shrubbery, driveways, fixtures, machinery, apparatus, equipment, appliances, fittings, and other goods and other personal property of every kind and description whatsoever, now owned or hereafter acquired by the Debtor and attached to or contained in and used or usable in connection with any present or future operation of the Project, including, by way of example rather than of limitation, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers; all generating equipment; all pumps, tanks, ducts, conduits, wire, switches, electrical equipment and fixtures, fans and switchboards; all telephone equipment; all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, air conditioning, cooling, ventilating, sprinkling, water, gas, power, satellite dish systems and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, cabinets, mirrors, mantles, floor coverings, carpets, rugs, draperies and other furnishings and furniture installed or to be installed or used or usable in the operation of any part of the Project or facilities erected or to be erected in or upon the Property; and every renewal or replacement thereof or articles in substitution therefor, whether or not the same are now or hereafter attached to the Property in any manner; all except for any right, title or interest therein owned by any tenant (it being agreed that all personal property owned by the Debtor and placed by it on the Property shall, so far as permitted by law, be deemed to be affixed to the Property,

appropriate to its use, and covered by each of the Security Documents to which this Exhibit "B" is attached).

6. All of the Debtor's right, title and interest in and to any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation (collectively, the "Awards") heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Property or any part thereof by the exercise of the power of condemnation or eminent domain, or the police power, (ii) any change or alteration of the grade of any street, or (iii) any other injury or decrease in the value of the Property or any part thereof (including but not limited to destruction or decrease in value by fire or other casualty), all of which Awards, rights thereto and shares therein are hereby assigned to the Secured Party, who is hereby authorized to collect and receive the proceeds thereof and to give proper receipts and acquittances therefor and to apply, at its option, the net proceeds thereof, after deducting expenses of collection, as a credit upon any portion, as selected by the Secured Party, of the indebtedness secured by the Security Documents.

7. All of the Debtor's right, title and interest in and to any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same from any and all insurance policies covering the Property or any portion thereof, or any of the other property described herein

8. The interest of the Debtor in and to all of the rents, royalties, issues, profits, revenues, income and other benefits of the Property, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles arising out of or in connection with any and all leases and subleases of the Property, or any part thereof, and of the other property described herein, or any part thereof, both now in existence or hereafter entered into, together with all proceeds (cash and non-cash) thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder.

9. All of the Debtor's rights, options, powers and privileges in and to (but not the Debtor's obligations and burdens under) any construction contract, architectural and engineering agreements and management contract pertaining to the construction, development, repair, operation, ownership, equipping and management of the Property and all of the Debtor's right, title and interest in and to (but not the Debtor's obligations and burdens under) all architectural, engineering and similar plans, specifications, drawings, reports, surveys, plats, permits and the like, contracts for construction, development, repair, operation, management and maintenance of, or provision of services to, the Property or any of the other property described herein, and all sewer taps and allocations, agreements for utilities, bonds and the like, all relating to the Property.

10. All intangible personal property, accounts, licenses, permits, instruments, contract rights, chattel paper and general intangibles of the Debtor, including but not limited to cash; accounts receivable; bank accounts; certificates of deposit; securities; promissory notes; rents; rights (if any) to amounts held in escrow; insurance proceeds; condemnation rights; deposits; judgments, liens and causes of action; warranties and guarantees.

11. The interest of the Debtor in any cash escrow fund and in any and all funds, securities, instruments, documents and other property which are at any time paid to, deposited with, under the control of, or in the possession of the Secured Party, or any of its agents, branches, affiliates, correspondents or others acting on its behalf, which rights shall be in addition to any right of set-off or right of lien that the Secured Party may otherwise enjoy under

applicable law, regardless of whether the same arose out of or relates in any way, whether directly or indirectly, to the Project located upon the Property.

12. The interest of the Debtor in and to any and all funds created or established and held by the Trustee pursuant to any indenture of trust or similar instrument authorizing the issuance of bonds or notes for the purpose of financing the Project located upon the Property.

13. All inventory, including raw materials, components, work-in-process, finished merchandise and packing and shipping materials.

14. The interest of the Debtor, as lessee, in any and all of the above which may be leased by the Debtor from others.

15. All of the records and books of account now or hereafter maintained by or on behalf of the Debtor and/or its agents and employees in connection with the Project.

16. All names now or hereafter used in connection with the Project and the goodwill associated therewith.

17. Any and all of the above arising or acquired by the Debtor or to which the Debtor may have a legal or beneficial interest in on the date hereof and at any time in the future.

18. Any and all of the above which may become fixtures by virtue of attachment to Property.

19. Proceeds, products, returns, additions, accessions and substitutions of and to any and all of the above.

S:\DRC\HPAL\Bradford\Documents\Exhibitb.doc

PARTIES

Debtor's name (last name first if individual) and mailing address:
Bradford Heights, Inc.
123 North Allegheny Street
Bellefonte, Pennsylvania 16823

Debtor name (last name first if individual) and mailing address:

Debtor name (last name first if individual) and mailing address:

1b
Secured Party(ies) name(s) (last name first if individual) and address for security interest information:
MF/Huntoon, Paige Associates Limited and/or the Secretary of Housing and Urban Development as their interests may appear.
379 Thornall Street, 10th Floor
Edison, New Jersey 08837-2231

2
Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

2a
Special Types of Parties (check if applicable):

The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.

3
SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect security interest in collateral (check applicable box(es)):

acquired after a change of name, identity or corporate structure of the Debtor.
 as to which the filing has lapsed.
 already subject to a security interest in another county in Pennsylvania.
 when the collateral was moved to this county.
 when the Debtor's residence or place of business was moved to this county.
 already subject to a security interest in another jurisdiction.
 when the collateral was moved to Pennsylvania.
 when the Debtor's location was moved to Pennsylvania.
 which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
 (required only if box(es) is checked above):

SEE ATTACHED SIGNATURE PAGE

1
FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): File # P-51055 Date, Time, Filing Office (stamped by filing officer): Date March 16, 2000
 Docket # 16-304-07 Time 11:55 am
 Clearfield County Prothonotary Office

5
 This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):
 Secretary of the Commonwealth.
 Prothonotary of Clearfield County.
 real estate records of _____ County.

6
 Number of Additional Sheets (if any): 7
 Optional Special Identification (Max. 10 characters): 8
 COLLATERAL

Identify collateral by item and/or type:

See Exhibit "B" attached hereto and made a part hereof for a description of collateral.

9
 (check only if desired) Products of the collateral are also covered.
 Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):
 a. crops growing or to be grown on -
 b. goods which are or are to become fixtures on -
 c. minerals or the like (including oil and gas) as extracted on -
 d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:
 Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____
 for _____ County, Uniform Parcel Identifier _____

Described on Additional Sheet. See Exhibit "A" attached hereto.
 Name of record owner (required only if no Debtor has an interest of record):

10
DEBTOR SIGNATURE(S)

Debtor Signature(s):

1 SEE ATTACHED SIGNATURE PAGE

1a

1b

RETURN RECEIPT TO:

D. Randolph Cole, Jr., Esq.
 Krooth & Altman LLP
 1850 M Street, N.W., Suite 400
 Washington, D.C. 20036

11

12

NOTE - This page will not be returned by the Department of State.

REORDER FROM
Registers, Inc.
 514 PIERCE ST.
 P.O. BOX 218
 ANOKA, MN. 55303
 (612) 421-1713

ADDENDUM AND SIGNATURE PAGE TO FINANCING STATEMENTS

13. The Secretary of Housing and Urban Development ("HUD") is shown as a Secured Party as its interest may appear as the insurer of the \$1,971,000.00 mortgage loan. The Debtor and the Secured Party hereby agree that HUD is an additional secured party under the Security Agreement together with the Lender, as their interests may appear. Pursuant to said Security Agreement, nothing herein or in the Security Agreement shall require the execution, now or at any future time, of any amendment, extension or other document by HUD, the Lender being the sole Secured Party required to sign any such document in order to render them effective.

DEBTOR:

BRADFORD HEIGHTS, INC.
a Pennsylvania corporation

By:

Stephen J. Petuck
President

SECURED PARTY:

WMF/HUNTOON, PAIGE ASSOCIATES LIMITED
a Delaware corporation

By:

Carmen A. Holley
Carmen A. Holley
Assistant Vice President

Exhibit A

BEGINNING at a railroad rail found marking the southeasterly corner of land now or formerly owned by K.C. Investments, Inc. (as more fully described in Clearfield County Deed book 1199, Page 348) on line of lands now or formerly of Eugene Peters, et ux (as more fully described in Clearfield County Deed Book 521, Page 158); thence along said lands now or formerly owned by K.C. Investments, Inc. North 08° 03' 49" East (crossing over a 1" rebar with cap at 1,137.34 feet), a total distance of 2618.00 feet; thence along same, North 79° 09' 46" West 555.55 feet to a 1" rebar; thence along Lot 21, North 43° 27' 57" East, 528.96 feet to a 1" rebar; thence along a curve to the left having a delta angle of 29° 05' 35", a radius of 1,150.00 feet, an arc length of 583.95 feet, a chord bearing of North 61° 55' 16" West, and a chord distance of 577.70 feet to a 1" rebar set in the centerline of a 175 foot wide easement for New York State Electric and Gas Corporation; thence along the centerline of said easement, North 45° 27' 57" East, 152.91 feet to a 1" rebar situate on the southerly right-of-way line of Interstate 80; thence along the right-of-way of Interstate 80, South 80° 14' 36" East, 1,055.66 feet to a 1" rebar; thence along same, South 09° 45' 24" West, 140.00 feet to a 1" rebar; thence along same, South 80° 14' 36" East, 551.80 feet to a 1" rebar marking the northwesterly corner of lands now or formerly owned by Robert Duval & Bruce Hathaway Real Estate Partnership (as more fully described in Clearfield County Deed book 1946, Page 195); thence along said lands now or formerly owned by Robert Duval & Bruce Hathaway Real Estate Partnership, South 14° 49' 35" West, 588.00 feet to a 1" rebar on the northerly line of lands now or formerly owned by Crown Atlantic Co. LLC (as described in Clearfield County Record Book 1999, Page 7960); thence along said lands now or formerly owned by Crown Atlantic Co. LLC, North 81° 38' 28" West, 31.60 feet to a 1" rebar; thence along same, South 15° 00' 09" West, 392.47 feet to a 1" rebar; thence along same, South 50° 48' 51" East, 623.84 feet to a rebar with cap found situate on the westerly right-of-way line of Township Road T-150 (an 80 foot wide right-of-way); thence along the westerly right-of-way line of T-150, South 58° 40' 53" West, 30.66 feet to a 1" rebar; thence continuing along the right-of-way line of T-150, along a curve to the left having a radius of 11,499.19 feet, a delta angle of 04° 50' 29" an arc length of 971.66 feet, a chord bearing of South 57° 31' 22" West, and a chord distance of 971.38 feet to a rebar with cap found; thence along lands now or formerly owned by John M. Jordan, et ux (as more fully described in Clearfield County Deed Book 1409, Page 90), North 73° 41' 50" West, 754.50 feet to a 1" rebar; thence along same, South 08° 03' 49" West, 1,054.80 feet to a rebar with cap found; thence along right-of-way line of T-150; thence along the westerly right-of-way line of T-150, South 31° 28' 00" West, 3.28 feet to a railroad rail; thence along lands now or formerly owned by Eugene Peters, et ux, North 81° 03' 46" West, 302.57 feet to a railroad rail found, being the place of beginning.

CONTAINING 55.48 acres and being a portion of a larger tract of land which became vested in the Grantors herein by deed recorded in Clearfield County Deed book 1400, Page 212.

UNDER AND SUBJECT to a right-of-way in favor of Pennsylvania Electric Company as more fully described in Clearfield County Miscellaneous Book 132, Page 390, that portion of the 175 foot easement in favor of New York State Electric & Gas Corporation which is located upon the herein above described property as more fully described in Clearfield County Miscellaneous Book 146, Page 138; a right-of-way for Bell of Pennsylvania as more fully described in Clearfield County Miscellaneous Book 153 page 674 and the right-of-way of Bradford Drive, a 50 foot wide right-of-way as located upon the herein above described property.

**EXHIBIT "B" TO SECURITY AGREEMENT
AND FINANCING STATEMENTS**

This Exhibit "B" is attached to, incorporated by reference in, and forms a part of that certain Security Agreement and Financing Statements (collectively, the "Security Documents"), executed and delivered by the Debtor in connection with the financing of the Project (as hereinafter defined) in favor of **WMF/HUNTOON, PAIGE ASSOCIATES LIMITED**, a Delaware corporation (the "Secured Party").

This Exhibit "B" refers to the following collateral, which may be now or hereafter located on the premises of, relate to, or be used in connection with, the acquisition or refinancing, repair, ownership, management, and operation of a certain manufactured housing project known as "**BRADFORD HEIGHTS**" (the "Project"), FHA Project No. 033-00071, located in Clearfield County, Pennsylvania and owned by **BRADFORD HEIGHTS, INC.**, a Pennsylvania corporation (the "Debtor"):

1. All income, rents, profits, receipts and charges from the Project.
2. All accounts including without limitation the following: Reserve for replacement, residual receipts, and special funds; ground rents, taxes, water rents, assessments and fire and other hazard-insurance premiums; accounts receivable; operating revenue; initial operating escrow; and escrow for latent defects.
3. All insurance and condemnation proceeds; and all inventories.
4. All materials now owned or hereafter acquired by the Debtor and intended for the construction, reconstruction, alteration and repair of any building, structure or improvement now or hereafter erected or placed on the property described in Exhibit "A" attached hereto (the "Property"), all of which materials shall be deemed to be included within the Project immediately upon the delivery thereof to the Project.
5. All of the walks, fences, plants, trees, shrubbery, driveways, fixtures, machinery, apparatus, equipment, appliances, fittings, and other goods and other personal property of every kind and description whatsoever, now owned or hereafter acquired by the Debtor and attached to or contained in and used or usable in connection with any present or future operation of the Project, including, by way of example rather than of limitation, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers; all generating equipment; all pumps, tanks, ducts, conduits, wire, switches, electrical equipment and fixtures, fans and switchboards; all telephone equipment; all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, air conditioning, cooling, ventilating, sprinkling, water, gas, power, satellite dish systems and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, cabinets, mirrors, mantles, floor coverings, carpets, rugs, draperies and other furnishings and furniture installed or to be installed or used or usable in the operation of any part of the Project or facilities erected or to be erected in or upon the Property; and every renewal or replacement thereof or articles in substitution therefor, whether or not the same are now or hereafter attached to the Property in any manner; all except for any right, title or interest therein owned by any tenant (it being agreed that all personal property owned by the Debtor and placed by it on the Property shall, so far as permitted by law, be deemed to be affixed to the Property,

appropriated to its use, and covered by each of the Security Documents to which this Exhibit "B" is attached).

6. All of the Debtor's right, title and interest in and to any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation (collectively, the "Awards") heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Property or any part thereof by the exercise of the power of condemnation or eminent domain, or the police power, (ii) any change or alteration of the grade of any street, or (iii) any other injury or decrease in the value of the Property or any part thereof (including but not limited to destruction or decrease in value by fire or other casualty), all of which Awards, rights thereto and shares therein are hereby assigned to the Secured Party, who is hereby authorized to collect and receive the proceeds thereof and to give proper receipts and acquittances therefor and to apply, at its option, the net proceeds thereof, after deducting expenses of collection, as a credit upon any portion, as selected by the Secured Party, of the indebtedness secured by the Security Documents.

7. All of the Debtor's right, title and interest in and to any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same from any and all insurance policies covering the Property or any portion thereof, or any of the other property described herein.

8. The interest of the Debtor in and to all of the rents, royalties, issues, profits, revenues, income and other benefits of the Property, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles arising out of or in connection with any and all leases and subleases of the Property, or any part thereof, and of the other property described herein, or any part thereof, both now in existence or hereafter entered into, together with all proceeds (cash and non-cash) thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder.

9. All of the Debtor's rights, options, powers and privileges in and to (but not the Debtor's obligations and burdens under) any construction contract, architectural and engineering agreements and management contract pertaining to the construction, development, repair, operation, ownership, equipping and management of the Property and all of the Debtor's right, title and interest in and to (but not the Debtor's obligations and burdens under) all architectural, engineering and similar plans, specifications, drawings, reports, surveys, plats, permits and the like, contracts for construction, development, repair, operation, management and maintenance of, or provision of services to, the Property or any of the other property described herein, and all sewer taps and allocations, agreements for utilities, bonds and the like, all relating to the Property.

10. All intangible personal property, accounts, licenses, permits, instruments, contract rights, chattel paper and general intangibles of the Debtor, including but not limited to cash; accounts receivable; bank accounts; certificates of deposit; securities; promissory notes; rents; rights (if any) to amounts held in escrow; insurance proceeds; condemnation rights; deposits; judgments, liens and causes of action; warranties and guarantees.

11. The interest of the Debtor in any cash escrow fund and in any and all funds, securities, instruments, documents and other property which are at any time paid to, deposited with, under the control of, or in the possession of the Secured Party, or any of its agents, branches, affiliates, correspondents or others acting on its behalf, which rights shall be in addition to any right of set-off or right of lien that the Secured Party may otherwise enjoy under

applicable law, regardless of whether the same arose out of or relates in any way, whether directly or indirectly, to the Project located upon the Property.

12. The interest of the Debtor in and to any and all funds created or established and held by the Trustee pursuant to any indenture of trust or similar instrument authorizing the issuance of bonds or notes for the purpose of financing the Project located upon the Property.

13. All inventory, including raw materials, components, work-in-process, finished merchandise and packing and shipping materials.

14. The interest of the Debtor, as lessee, in any and all of the above which may be leased by the Debtor from others.

15. All of the records and books of account now or hereafter maintained by or on behalf of the Debtor and/or its agents and employees in connection with the Project.

16. All names now or hereafter used in connection with the Project and the goodwill associated therewith.

17. Any and all of the above arising or acquired by the Debtor or to which the Debtor may have a legal or beneficial interest in on the date hereof and at any time in the future.

18. Any and all of the above which may become fixtures by virtue of attachment to Property.

19. Proceeds, products, returns, additions, accessions and substitutions of and to any and all of the above.

412 281 1160

LANDAMERICA

DEED

...ILY MORTGAGE FORECLOSURE
 PROJECT NAME: Bradford Heights Mobile Home Park
 PROJECT NO.: 033-00071
 PROJECT LOCATION: Township Road 150
 Bradford Township, PA

This indenture made this 30th day of July 2003.

WHEREAS, on March 1, 2000, a certain Mortgage was executed by Bradford Heights, Inc., as mortgagor in favor of WMF/Hunton, Paige Associates Limited, as mortgagee and was recorded on March 1, 2000 as Document Number 200003548, in the recorder's office of Clearfield County, Bradford Township, Pennsylvania; and

WHEREAS, on June 7, 2002, said mortgage instrument was assigned to the Secretary of Housing and Urban Development and recorded on July 1, 2002 as Document Number 200210458, in the recorder's office of Clearfield County, Bradford Township, Pennsylvania; and

WHEREAS, by virtue of a default in the covenants and conditions of the Mortgage, the Secretary designated R. Darryl Ponton & Associates as Foreclosure Commissioner to conduct a nonjudicial foreclosure of the Mortgage under the provisions of the Multifamily Mortgage Foreclosure Act of 1981 (the Act) 12 U.S.C. § 3701 *et seq.*; and

WHEREAS, a Notice of Default and Foreclosure Sale was sent by certified or registered mail on May 21, 2003 to Bradford Heights, Inc., the owner of the property secured by the mortgage as shown by the public record on April 8, 2003; and

WHEREAS, the Notice of Default and Foreclosure Sale was published in the Progress on June 4, 2003, June 11, 2003, and June 18, 2003; and

WHEREAS, pursuant to the Notice of Default and Foreclosure Sale and to the Act, a foreclosure sale was held on June 26, 2003 at which Harbans Lal Gera and Ashok Datta submitted the highest bid in the amount of \$230,000.00; and

WHEREAS, the following costs were incurred in conducting the foreclosure sale:

- a. \$149.95 for advertising and postage expenses incurred in mailing and publishing the Notice of Default and Foreclosure Sale.
- b. \$153.28 for mileage expenses incurred in posting the Notice of Default and Foreclosure Sale and for the Commissioner's attendance at the Foreclosure Sale.

EXHIBIT "D"

07/30/03 09:44:54Z 201 F10U

LANDMARKS

- c. \$28.50 for the Commissioner's necessary out-of-pocket expenses incurred for recording documents.
- d. \$3,000.00 as commission to the Foreclosure Commissioner.

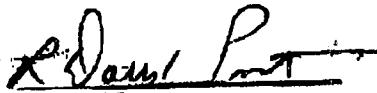
NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the undersigned hereby grants, bargains, sells and conveys to Harbans Lal Gera and Ashok Datta, their heirs, successors and assigns, the following described property located in Bradford Township, Clearfield County, Pennsylvania:

[SEE EXHIBIT A, ATTACHED]

The grantor hereby conveys to the grantees all rights, title and interest in the above property held by the grantor herein, the Secretary, the Mortgagor Bradford Heights, Inc., or any other party claiming by, through, or under them on the date the Mortgage referred to above was recorded and any interest acquired by any of them until the date of the foreclosure sale.

The covenants contained in the attached Use Agreement (if required) are incorporated into this Deed and shall be enforceable by the parties thereto as covenants running with the land.

WITNESS:

R. Darryl Ponton
 R. Darryl Ponton & Associates
 Foreclosure Commissioner
 4415 Fifth Avenue
 Pittsburgh, PA 15213

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 158 §1.

WITNESS:

07/30/03 09:44 FAX 412 261 1160

LANDAMERICA

COMMONWEALTH OF PENNSYLVANIA
 COUNTY OF ALLEGHENY

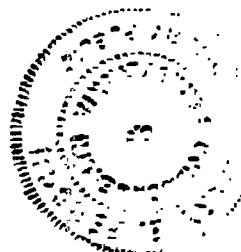
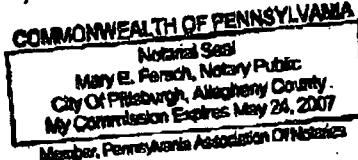
SS:

On this, the 30th day of July, 2003 before me, a Notary Public, the undersigned Officer, personally appeared R. Darryl Ponton, of R. Darryl Ponton & Associates, Foreclosure Commissioner, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Mary E. Fenzl
 Notary Public

My Commission Expires:



Certificate of Residence

I the undersigned, do hereby certify that the precise place of business of the within-named Grantees is

19 Birch Street, Great Neck, NY 11023

Mary E. Fenzl

07/30/03 08:44 FAX 412 261 1180

LANDAMERICA

EXHIBIT A

ALL THAT CERTAIN LOT OR PIECE OF GROUND SITuate in Bradford Township, Clearfield County, Commonwealth of Pennsylvania bounded and described as follows:

BEGINNING at a railroad rail found marking the Southeasterly corner of land now or formerly owned by K.C. Investments, Inc. (as more fully described in Clearfield County Deed Book Volume 1199, page 348) on line of lands now or formerly of Eugene Peters, et ux (as more fully described in Clearfield County Deed Book Volume 521, page 168); thence along said lands now or formerly owned by K.C. Investments, Inc. North 08° 03' 49" East (crossing over a 1" rebar with cap at 1,137.34 feet), a total distance of 2,618.00 feet to a 1" rebar; thence along same North 79° 09' 46" West, 555.55 feet to a 1" rebar; thence along Lot 21, North 43° 27' 57" East, 528.96 feet to a 1" rebar; thence along a curve to the left having a delta angle of 29° 05' 38", a radius of 1,150.00 feet an arc length of 583.95 feet, a chord bearing of North 61° 35' 16" West, and a chord distance of 577.70 feet to a 1" rebar set in the centerline of a 175 foot wide easement for New York State Electric and Gas Corporation; thence along the centerline of said easement, North 43° 27' 57" East, 132.91 feet to a 1" rebar situate on the Southerly right-of-way line of Interstate 80; thence along the right-of-way Interstate 80, South 80° 14' 36" East, 1,053.66 feet to a 1" rebar; thence along same South 09° 45' 24" West, .140.00 feet to a 1" rebar; thence along same South 80° 14' 36" East, 551.80 feet to a 1" rebar marking the Northwesterly corner of lands now or formerly owned by Robert Duval & Bruce Hathaway Real Estate Partnership (as more fully described in Clearfield County Deed Book 1946, page 195); thence along said lands now or formerly owned by Robert Duval & Bruce Hathaway Real Estate Partnership, South 14° 49' 35" West, 588.00 feet to a 1" rebar on the Northerly line of lands now or formerly owned by Crown Atlantic County Company LLC (as described in Clearfield County Record Book Volume 1999, page 7960); thence along said lands now or formerly owned by Crown Atlantic Company LLC, North 81° 38' 28" West, 31.60 feet to a 1" rebar; thence along same South 15° 00' 09" West, 392.47 feet to a 1" rebar; thence along same South 50° 48' 51" East, 623.84 feet to a rebar with a cap found situate on the Westerly right-of-way line of Township Road T-150 (an 80 foot wide right-of-way); thence along the Westerly right-of-way line of T-150 South 38° 40' 53" West, 30.66 feet to a 1" rebar; thence continuing along the right-of-way line of T-150, along a curve to the left having a radius of 11,499.19 feet a delta angle of 04° 50' 29" an arc length of 971.66 feet, a chord bearing of South 37° 31' 22" West, and a chord distance of 971.38 feet to a rebar with a cap found; thence along lands now or formerly owned by John M. Jordan, et ux (as more fully described in Clearfield County Deed Book 1409, page 90) North 73° 41' 50" West, 754.50 feet to a 1" rebar; thence along same South 08° 03' 49" West, 1,054.80 feet to a rebar with a cap found; thence along same South 64° 30' 00" East, 283.66 feet to a 1" rebar situate right-of-way line of T-150; thence along the Westerly right-of-way line of T-150, South 31° 28' 00" West, 3.28 feet to a railroad rail; thence along lands now or formerly owned by Eugene Peters, et ux, North 81° 03' 46" West, 302.37 feet to a railroad rail found, being the place of BEGINNING.

BEING designated as Tax Parcel No. 106-M08-000-56 in the Tax Assessment Office of Clearfield County.

BEING the same premises conveyed to Bradford Heights, Inc., a Pennsylvania corporation, by deed from John B. Lansberry, et ux, dated November 29, 1999 and recorded at Instrument No. 200003547.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ASHOK DATTA

Petitioner

VS.

SECRETARY OF HOUSING AND URBAN
DEVELOPMENT

Respondent

CIVIL DIVISION

No. 07 - *627* - CD

RULE

Filed on Behalf of:

Plaintiff,

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED 3CC
04/11/07 Atty
APR 24 2007 Colavecchi

William A. Shaw
Prothonotary/Clerk of Courts *(GK)*

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

ASHOK DATTA :
Petitioner :
:
vs. : No. 07 - - CD
:
SECRETARY OF HOUSING AND :
URBAN DEVELOPMENT :
Respondent :

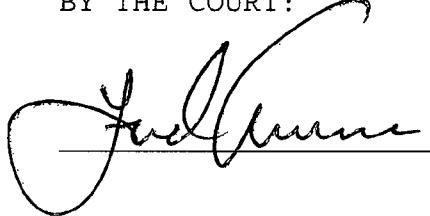
R U L E

AND NOW, this 24 day of April, 2007, upon
consideration of the Petition for Satisfaction of Mortgage and
Financing Statement as a result of a Mortgage Foreclosure Action,
it is the ORDER of this Court that a Rule be issued on the
Secretary of Housing and Urban Development to show cause why an
Order should not be issued satisfying the Mortgage dated March 1,
2000 between Bradford Heights, Inc., the Mortgagor and WMF/Hunton,
Paige Associates Limited, recorded at Clearfield County,
Pennsylvania as Instrument Number 200003548 and Assignment of
Mortgage dated June 7, 2002, recorded at Clearfield County as
Instrument Number 200210458, from Prudential Hunton Paige
Associates, Ltd., formerly known as WMF/Hunton, Paige Associates
Limited, to the Secretary of Housing and Urban Development, and

also satisfy and discontinue the financing statement filed with the office of the Clearfield County Prothonotary filed to Docket No. L6-304-07, File No. P-51055, dated March 16, 2000, and as filed with the office of the Clearfield County Recorder of Deeds to Instrument Number 200003550, dated March 16, 2000.

This Rule is Returnable before this Court on the 18th day of May, 2007, at 10:00 o'clock A.M., at the Clearfield County Courthouse, Courtroom No. 1.

BY THE COURT:



JUDGE

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED

APR 24 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 4/24/07

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 Other

Special Instructions:

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

Petitioner

No. 07 - 627 - CD

Vs.

AFFIDAVIT OF SERVICE

SECRETARY OF HOUSING AND URBAN
DEVELOPMENT

Filed on Behalf of:

Respondent

Plaintiff,

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
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P. O. BOX 131
CLEARFIELD, PA

FILED
MAY 17 2007
NO CC
WM
William A. Shaw
Prothonotary/Clerk of Courts

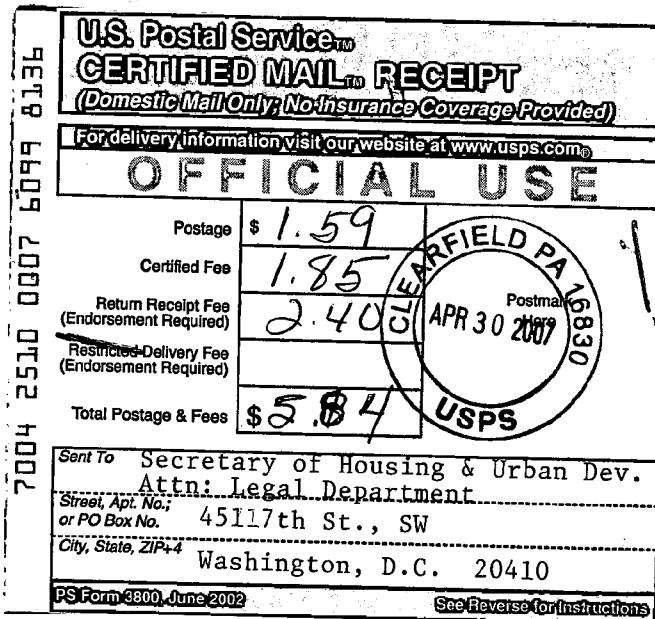
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
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ASHOK DATTA, :
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vs. : No. 07 - 627 - CD
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AFFIDAVIT OF SERVICE

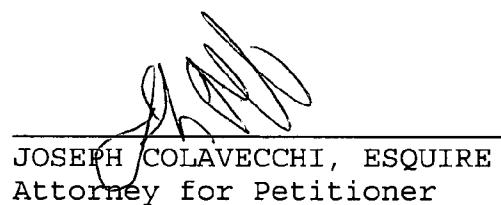
COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared JOSEPH COLAVECCHI, ESQUIRE, who, being duly sworn according to law, deposes and says that a copy of a Petition for Satisfaction of Mortgage as a Result of Mortgage Foreclosure and Rule was mailed to the Secretary of Housing and Urban Development at 451 7th Street, SW, Washington, D.C., 20410, on April 30, 2007, as shown on the certified mail receipt attached below:



LAW OFFICES OF
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& COLAVECCHI
221 E. MARKET ST.
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P. O. BOX 131
CLEARFIELD, PA

The above statement is true and correct to the best of
affiant's knowledge, information and belief.

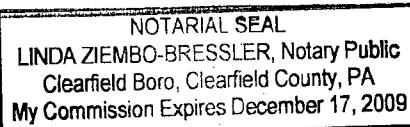


JOSEPH COLAVECCHI, ESQUIRE
Attorney for Petitioner

Sworn to and subscribed before me
this 15th day of May, 2007.



Linda Ziembo-Bressler



LAW OFFICES OF
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& COLAVECCHI
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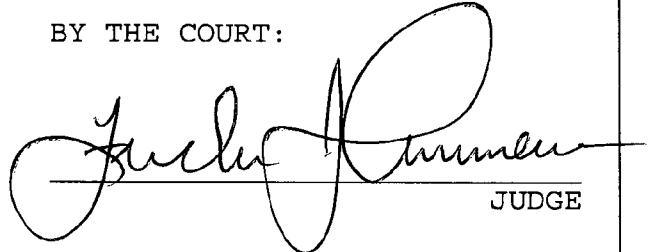
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
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ASHOK DATTA :
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vs. : No. 07 - 627 - CD
:
SECRETARY OF HOUSING AND :
URBAN DEVELOPMENT :
Respondent :

O R D E R

AND NOW, this 18th day of May, 2007, it is hereby ORDERED AND
DECREED that the Recorder of Deeds shall mark the mortgage and
financing statements filed as set out in the foregoing Petition as
satisfied.

BY THE COURT:



JUDGE

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
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P. O. BOX 131
CLEARFIELD, PA

FILED 200
05/10/07 BY Atty
MAY 18 2007
J. Colavecchi
William A. Shaw
Prothonotary/Clerk of Courts
(will serve
as needed)
(G)