

07-794-CD
HSBC Bank vs Ronald Weaver et al

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2007-794-CD

SHAPIRO & KREISMAN, LLC
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S & K FILE NO. 07-28640

HSBC Bank USA, N.A., as Indenture Trustee
for the registered Noteholders of Renaissance
Home Equity Loan Trust 2005-3,
Renaissance Home Equity Loan Asset-
Backed Notes, Series 2005-3

PLAINTIFF

VS.

Ronald L. Weaver
423 Decatur Street
Philipsburg, PA 16866
Cynthia E. Weaver
423 Decatur Street
Philipsburg, PA 16866
DEFENDANT(S)

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 07-794-CD

COMPLAINT - CIVIL ACTION
MORTGAGE FORECLOSURE

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

FILED Att'y pd. 85.00
MAY 21 2007 3 CC Sheriff
William A. Shaw
Prothonotary/Clerk of Courts

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

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

NOTICIA

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

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

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PLAINTIFF

VS.

Ronald L. Weaver

423 Decatur Street

Philipsburg, PA 16866

Cynthia E. Weaver

423 Decatur Street

Philipsburg, PA 16866

DEFENDANT(S)

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO:

COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff, HSBC Bank USA, N.A., as Indenture Trustee for the registered Notcholders of Renaissance Home Equity Loan Trust 2005-3, Renaissance Home Equity Loan Asset-Backed Notes, Series 2005-3, the address of which is, 12650 Ingenuity Drive Orlando, Florida 32826, brings this action of mortgage foreclosure upon the following cause of action:

1. (a) Parties to Mortgage:
Mortgagee: Mortgage Electronic Registration Systems, Inc., as nominee for Fidelity of Pennsylvania Mortgage, Inc.
Mortgagor(s): Ronald L. Weaver and Cynthia E. Weaver
- (b) Date of Mortgage: July 21, 2005
- (c) Place and Date of Record of Mortgage:
Recorder of Deeds
Clearfield County
Instrument Id#: 200511604
Date: July 29, 2005

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

(d) Assignments:

Assignor: Mortgage Electronic Registration Systems, Inc., as nominee for Fidelity of Pennsylvania Mortgage, Inc.

Assignee: HSBC Bank, USA, N.A., as Indenture Trustee for the registered Noteholders of Renaissance Home Equity Loan Trust 2005-3, Renaissance Home Equity Loan Asset-Backed Notes, Series 2005-3

Date of Assignment: As Recorded

Recording Date: As Recorded

2. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original Mortgagee, or is the present holder of the mortgage by virtue of the above-described Assignment(s).
3. The real property which is subject to the Mortgage is generally known as 423 Decatur Street, Philipsburg, Pa 16866 and is more specifically described as attached as part of Exhibit "A":
4. Each Mortgagor named in paragraph 1 executed a note as evidence of the debt secured by the Mortgage (the "Note"). A true and correct copy of the Note is attached and marked as Exhibit "B."
5. The name and mailing address of each Defendant is:
Ronald L. Weaver, 423 Decatur Street, Philipsburg, PA 16866; Cynthia E. Weaver, 423 Decatur Street, Philipsburg, PA 16866
6. The interest of each individual Defendant is as Mortgagor, Real Owner, or both.
7. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of December 1, 2006 and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with charges specifically itemized below are immediately due and payable.

8. The following amounts are due as of May 16, 2007:

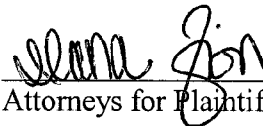
Principal of Mortgage debt due and unpaid	\$43,613.82
Interest currently due and owing at 10.39% per annum calculated from November 1, 2006 at \$12.35 each day	\$2,432.95
Late Charge of \$24.75 per month assessed on the 16th of each month from December 16, 2006 to May 16, 2007, (6 Months)	\$148.50
Escrow Advances made by Plaintiff	\$270.92
Prior Foreclosure Fees	\$235.00
Appraisal Fees	\$111.00
Accrued Late Charges	\$24.75
Title Search/Report Fees	\$550.00
Attorneys' Fees and Costs	\$2,168.91
<u>TOTAL</u>	\$49,320.26

9. Interest accrues at a per diem rate of 12.35 each day after May 16, 2007, that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other expenses, costs and charges collectible under the Note and Mortgage.
10. The attorneys' fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and, will be collected in the event of a third party purchaser at Sheriff's sale. If the Mortgage is reinstated prior to the sale, reasonable attorneys' fees will be charged based on work actually performed.
11. Notice pursuant to the Homeowners' Emergency Mortgage Assistance Act of 1983, 35 P.S. § 1680.402c, et seq., was sent to each individual Mortgagor at their mailing address and/or the mortgaged property address by first-class mail and certified mail. Pursuant to the act of December 21, 1998 (P.L. 1248, No. 160) (Act 160), this Notice contains the information required by the act of March 14, 1978 (P.L. 11, No. 6), 41 P.S. Section 403 et seq., and separate Notice of Intention to Foreclose is not required. Copies of the Notice are attached hereto as Exhibit "C".

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

Date: 5/18/2007

SHAPIRO & KREISMAN, LLC

BY: 
Attorneys for Plaintiff

S & K File No. 07-28640

**CLEARFIELD COUNTY
RECORDER OF DEEDS**

Karen L. Starck, Recorder
Maureen Inlow - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**
ADVANTAGE EQUITY SERVICES

Instrument Number - 200511604
Recorded On 7/29/2005 At 12:15:54 PM
* Instrument Type - MORTGAGE
* Total Pages - 18
Invoice Number - 133398
* Mortgagor - WEAVER, RONALD L
* Mortgagee - MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
* Customer - ADVANTAGE EQUITY SERVICES

* FEE
STATE WRIT TAX \$0.50
JCS/ACCESS TO JUSTICE \$10.00
RECORDING FEE \$39.00
RECORDER
RECORDER IMPROVEMENT \$3.00
FUND
COUNTY IMPROVEMENT FUND \$2.00
TOTAL \$54.50

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



Karen L. Starck
Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

Exhibit 'A'

After Recording Return To:

Fidelity of Pennsylvania Mortgage Inc.
681 Anderson Drive Bldg. 4, Suite 550
Pittsburgh, PA 15220
Attention: Documentation Control Dept. 2nd floor.

[Space Above This Line For Recording Data]

MORTGAGE

LENDER: (Fidelity of Pennsylvania Mortgage Inc.) LOAN #: 0102191574
NOMINEE: MERS, MIN Number#: 10007660000378533

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated July 21st, 2005 together with all Riders to this document.
- (B) "Borrower" is **HUSBAND AND WIFE, AS T/W** Randall L. Weaver, Cynthia E. Weaver. Borrower is the mortgagor under this Security Instrument.
- (C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (D) "Lender" is Fidelity of Pennsylvania Mortgage Inc.. Lender is a corporation or association organized and existing under the laws of Delaware. Lender's address is 681 Anderson Drive Bldg. 4, Suite 550 Pittsburgh, PA 15220.
- (E) "Note" means the promissory note signed by Borrower and dated July 21st, 2005. The Note states that Borrower owes Lender forty-five thousand fifty Dollars (U.S.\$45,050.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1st, 2020.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

PENNSYLVANIA-Single Family-Private NonProfitable Non Lender Owned INSTRUMENT

(MERS)

Form 3020 1/01 (page 1 of 78 pages)

214171-1 WEAVER, RONALD L.

EXHIBIT A

ALL THAT CERTAIN PROPERTY SITUATED IN THE BOROUGH OF CHESTER HILL IN THE COUNTY OF
CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A FEE SIMPLE
DEED DATED 06/18/1996 AND RECORDED 06/18/1996, AMONG THE LAND RECORDS OF THE COUNTY AND STATE
SET FORTH ABOVE, IN VOLUME 1768 PAGE 401.
TAX PARCEL IDS: 3-P12-335-44, 3-P12-335-51
ADDRESS: 423 DECATUR ST.
PHILLIPSBURG, PA 16868

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
 (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

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

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

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

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note.

For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the

County _____ of CLEARFIELD _____:

which currently has the address of 423 DECATUR ST

PHILLIPSBURG _____, Pennsylvania 16866 _____ (Property Address):

Section: _____ Block: _____ Lot: _____

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

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

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

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

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

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

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items.

Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operates to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument.

If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **Notice.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

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

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

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

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

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

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

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

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

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

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

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

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

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

Witnesses:

Ronald L. Weaver

Ronald L Weaver

Seal
-Borrower

Cynthia E. Weaver

Cynthia E Weaver

Seal
-Borrower

Seal
-Borrower

Seal
-Borrower

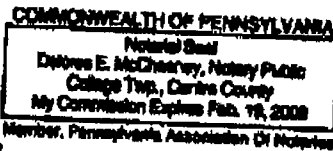
[Space Below This Line For Acknowledgement]

STATE OF PENNSYLVANIA, Clearfield County ss:

On this 21st day of July, 2005, before me, the undersigned, a Notary Public in and for said County, personally appeared Ronald L. Weaver, Cynthia E. Weaver and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My commission Expires: 2/19/09



Eduard E. McCheaney
Notary Public

Loan #: 0102191574

NOTE

July 21st, 2005

PHILLIPSBURG

PA

423 DECATUR ST., PHILLIPSBURG, PA 16866

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 45,050.00. (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Fidelity of Pennsylvania Mortgage Inc.. I will make all payments under this Note in the form of cash, check or money order. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 10.390%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on September 1st, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on August 1st, 2020, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 681 Anderson Drive Bldg. 6, Suite 550 Pittsburgh, PA 15220 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$494.91.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

MULTISTATE FIXED RATE NOTE—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3100

1/01 (page 1 of 3 pages)

P03200



CERTIFIED ORIGINAL TRUE COPY
Darryl W. King

Exhibit "B"

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

CERTIFIED ORIGINAL TRUE COPY
Darryl W. King

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

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

Ronald L. Weaver (Seal)
Ronald L. Weaver

Cynthia E. Weaver (Seal)
Cynthia E. Weaver

____ (Seal)

____ (Seal)

[Sign Original Only]

CERTIFIED ORIGINAL TRUE COPY
Darryl W. King

Date: 1/17/2007
Ronald L. Weaver
423 Decatur Street
Philipsburg, PA 16866

7006 0100 0006 1480 6885

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help save your home.

This notice explains how the program works.

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

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

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

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

Exhibit "C"

HOMEOWNER'S NAME(S): Ronald L. Weaver and Cynthia E. Weaver
PROPERTY ADDRESS: 423 Decatur Street, Philipsburg, PA 16866
LOAN ACCT. NO.: 102191574
ORIGINAL LENDER: Mortgage Electronic Registration Systems, Inc., as
nominee for Fidelity of Pennsylvania Mortgage, Inc.
CURRENT LENDER/SERVICER: Ocwen Loan Servicing, LLC
LAW FIRM FILE NO.: 07-28640

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT-The MORTGAGE debt held by the above lender on your property located at: 423 Decatur Street, Philipsburg, PA 16866 IS SERIOUSLY IN DEFAULT because:

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

October 1, 2006 to January 1, 2007 @ \$494.91	=	\$1,979.64
---	---	------------

Other charges (explain/itemize):

Late Charges: October 16, 2006 to January 16, 2007 @ \$24.75	=	\$99.00
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Suspense Credit to Borrower:	=	(\$300.00)
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TOTAL AMOUNT PAST DUE:	=	\$1,778.64
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B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable): _____

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER**, WHICH IS \$1,778.64, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Ocwen Loan Servicing, LLC
Cashiering Department
12650 Ingenuity Drive
Orlando, FL 32826

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

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

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

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE-If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past

due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE-It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender. If money is due, such payment must be in cash, cashier's check, certified check or money order made payable to the lender at the address set forth above.

HOW TO CONTACT THE LENDER:

Name of Lender: **C/O The Law Firm of Shapiro and Kreisman**

Address: **3600 Horizon Drive, Suite 150, King of Prussia, PA 19406**

Phone number: **(610) 278-6800**

Fax number: **(610) 278-9980**

Contact person: **Ilana Zion, Esquire**

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

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

YOU ALSO HAVE THE RIGHT:

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

HEMAP Consumer Credit Counseling Agencies

CENTRE County

CCCS of Northeastern PA
201 Basin Street
Williamsport, PA 17701
Suite 6
570.323.6627
800.922.9537

CCCS of Northeastern PA
202 W. Hamilton Avenue
State College, PA 16801
814.238.3668
800.922.9537

CCCS of Western PA
Royal Remax Plaza
Altoona, PA 16602
917 A Logan Boulevard
888.511.2227

Lycom.Clnth Co Comm fo Comm Action
2138 Lincoln Street
Williamsport, PA 17703
P.O. Box 3568
570.326.0587

Date:

11/17/2007

7006 0100 0006 1480 6878

Cynthia E. Weaver
423 Decatur Street
Philipsburg, PA 16866

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help save your home.

This notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME(S): Ronald L. Weaver and Cynthia E. Weaver
PROPERTY ADDRESS: 423 Decatur Street, Philipsburg, PA 16866
LOAN ACCT. NO.: 102191574
ORIGINAL LENDER: Mortgage Electronic Registration Systems, Inc., as
nominee for Fidelity of Pennsylvania Mortgage, Inc.
CURRENT LENDER/SERVICER: Ocwen Loan Servicing, LLC
LAW FIRM FILE NO.: 07-28640

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT-The MORTGAGE debt held by the above lender on your property located at: 423 Decatur Street, Philipsburg, PA 16866 IS SERIOUSLY IN DEFAULT because:

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

October 1, 2006 to January 1, 2007 @ \$494.91	=	\$1,979.64
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Other charges (explain/itemize):

Late Charges: October 16, 2006 to January 16, 2007 @ \$24.75	=	\$99.00
--	---	---------

Suspense Credit to Borrower:	=	(\$300.00)
------------------------------	---	------------

TOTAL AMOUNT PAST DUE:	=	\$1,778.64
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B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable): _____

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER**, WHICH IS \$1,778.64, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Ocwen Loan Servicing, LLC
Cashiering Department
12650 Ingenuity Drive
Orlando, FL 32826

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

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

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

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE-If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past

due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE-It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender. If money is due, such payment must be in cash, cashier's check, certified check or money order made payable to the lender at the address set forth above.

HOW TO CONTACT THE LENDER:

Name of Lender: **C/O The Law Firm of Shapiro and Kreisman**

Address: **3600 Horizon Drive, Suite 150, King of Prussia, PA 19406**

Phone number: **(610) 278-6800**

Fax number: **(610) 278-9980**

Contact person: **Ilana Zion, Esquire**

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

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

YOU ALSO HAVE THE RIGHT:

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

HEMAP Consumer Credit Counseling Agencies

CENTRE County

CCCS of Northeastern PA
201 Basin Street
Williamsport, PA 17701
Suite 6
570.323.6627
800.922.9537

CCCS of Northeastern PA
202 W. Hamilton Avenue
State College, PA 16801
814.238.3668
800.922.9537

CCCS of Western PA
Royal Remax Plaza
Altoona, PA 16602
917 A Logan Boulevard
888.511.2227

Lycom.Clnth Co Comm fo Comm Action
2138 Lincoln Street
Williamsport, PA 17703
P.O. Box 3568
570.326.0587

VERIFICATION

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

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

SHAPIRO & KREISMAN, LLC

BY: Ilana Zion
Ilana Zion, Esquire
Attorney for Plaintiff

Dated: 5/18/2007

SHAPIRO & KREISMAN, LLC
BY: ILANA ZION, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 87137
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 07-28640

HSBC Bank USA, N.A., as Indenture Trustee
for the registered Noteholders of Renaissance
Home Equity Loan Trust 2005-3,
Renaissance Home Equity Loan Asset-
Backed Notes, Series 2005-3
Ocwen Federal Bank, FSB
12650 Ingenuity Drive
Orlando, FL 32826

PLAINTIFF

VS.

Ronald L. Weaver
and
Cynthia E. Weaver
DEFENDANT(S)

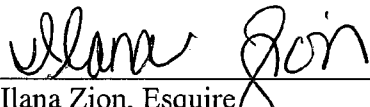
PRAECIPE TO SUBSTITUTE VERIFICATION

TO THE PROTHONOTARY:

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

Respectfully Submitted,
SHAPIRO & KREISMAN

BY:


Ilana Zion, Esquire
Attorneys for Plaintiff

FILED

JUN 18 2007

M/10:15/W
William A. Shaw
Prothonotary/Clerk of Courts

I WENT TO (610)
ATTY

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO:07-794-CD

HSBC Bank USA, N.A., as Indenture Trustee for the registered Noteholders of Renaissance Home Equity Loan Trust 2005-3, Renaissance Home Equity Loan Asset-Backed Notes, Series 2005-3 v. Ronald L. Weaver and Cynthia E. Weaver

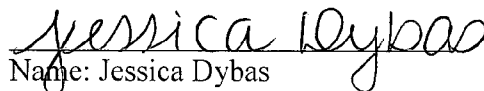
VERIFICATION

The undersigned is Foreclosure Facilitator of Ocwen Loan Servicing, LLC on behalf of HSBC Bank USA, N.A., as Indenture Trustee for the registered Noteholders of Renaissance Home Equity Loan Trust 2005-3, Renaissance Home Equity Loan Asset-Backed Notes, Series 2005-3 and as such is familiar with the records of said corporation, and being authorized to make this verification on behalf of Plaintiff an officer of the corporation and being authorized to make this verification on behalf of Plaintiff, hereby verifies that the facts set forth in the foregoing Complaint are taken from records maintained by persons supervised by the undersigned who maintain the business records of the Mortgage held by Plaintiff in the ordinary course of business and that those facts are true and correct to the best of the knowledge, information and belief of the undersigned.

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

Ocwen Loan Servicing, LLC on behalf of HSBC Bank USA, N.A., as Indenture Trustee for the registered Noteholders of Renaissance Home Equity Loan Trust 2005-3, Renaissance Home Equity Loan Asset-Backed Notes, Series 2005-3

Date: May 30, 2007


Name: Jessica Dybas
Title: US Foreclosure Facilitator
Company: HSBC Bank USA, N.A.

Loan: 102191574
07-28640

SHAPIRO & KREISMAN, LLC

BY: CHRISTOPHER A. DeNARDO, ESQUIRE, ATTORNEY ID 78447

LAUREN R. TABAS, ESQUIRE, ATTORNEY ID 93337

3600 HORIZON DRIVE, SUITE 150

KING OF PRUSSIA, PA 19406

TELEPHONE: (610) 278-6800

S & K FILE NO. 07-28640

HSBC Bank USA, N.A., as Indenture Trustee
for the registered Noteholders of Renaissance
Home Equity Loan Trust 2005-3,
Renaissance Home Equity Loan Asset-
Backed Notes, Series 2005-3

Plaintiff,

VS.

Ronald L. Weaver and Cynthia E. Weaver

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 07-794-CD

FILED
07-28-07
AUG 07 2007

William A. Shaw
Prothonotary/Clerk of Courts

ICC Atty

ICC Sheriff (without
memo)

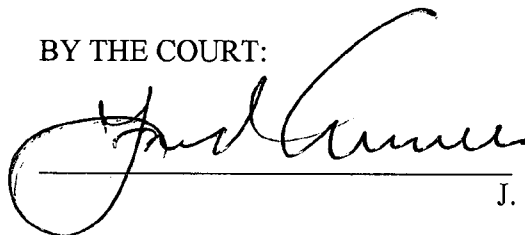
ORDER

AND NOW, this 6 day of August, 2007, upon
consideration of the Motion of HSBC Bank USA, N.A., as Indenture Trustee for the registered
Noteholders of Renaissance Home Equity Loan Trust 2005-3, Renaissance Home Equity Loan
Asset-Backed Notes, Series 2005-3 to Compel Sheriff to File Returns of Service with the
Prothonotary, and any response, and for good cause shown, it is hereby

ORDERED and DECREED that the Motion is GRANTED; and it is further

ORDERED and DECREED that the Sheriff of Clearfield County is hereby directed to
file its Returns of Service with the Prothonotary of Clearfield County within ten (10) days of the
date of this Order, and provide copies of the Returns to counsel for Plaintiff.

BY THE COURT:


J.

FILED

AUG 07 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/7/07

☒ 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

☐ Special Instructions:

SHAPIRO & KREISMAN, LLC

BY: CHRISTOPHER A. DeNARDO, ESQUIRE, ATTORNEY ID 78447

LAUREN R. TABAS, ESQUIRE, ATTORNEY ID 93337

3600 HORIZON DRIVE, SUITE 150

KING OF PRUSSIA, PA 19406

TELEPHONE: (610) 278-6800

S & K FILE NO. 07-28640

HSBC Bank USA, N.A., as Indenture Trustee
for the registered Noteholders of Renaissance
Home Equity Loan Trust 2005-3,
Renaissance Home Equity Loan Asset-
Backed Notes, Series 2005-3

Plaintiff,

VS.

Ronald L. Weaver and Cynthia E. Weaver

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 07-794-CD

FILED ⁽²⁴⁾

AUG 01 2007

m/11:35/w

William A. Shaw

Prothonotary/Clerk of Courts

1 chm to
Att

**MOTION OF PLAINTIFF, HSBC BANK USA, N.A., AS INDENTURE TRUSTEE FOR
THE REGISTERED NOTEHOLDERS OF RENAISSANCE HOME EQUITY LOAN
TRUST 2005-3, RENAISSANCE HOME EQUITY LOAN ASSET-BACKED NOTES,
SERIES 2005-3 TO COMPEL SHERIFF TO FILE RETURNS OF SERVICE**

Plaintiff, HSBC Bank USA, N.A., as Indenture Trustee for the registered Noteholders of Renaissance Home Equity Loan Trust 2005-3, Renaissance Home Equity Loan Asset-Backed Notes, Series 2005-3, by and through its counsel, file this Motion to Compel the Sheriff of Clearfield County to file its Returns of Service in the above-captioned matter. In support of this Motion, Plaintiff avers the following:


1. On May 21, 2007, Plaintiff filed the above-captioned mortgage foreclosure action.
2. Plaintiff has been informed that the Sheriff had served the Complaint in Mortgage Foreclosure on May 25, 2007.
3. The Sheriff's Return has yet to be filed with the Prothonotary of Clearfield County.

5. The Sheriff's failure to file the Return is prejudicing Plaintiff in that Plaintiff is prevented from pursuing its action until the Return is filed.

WHEREFORE, Plaintiff, HSBC Bank USA, N.A., as Indenture Trustee for the registered Noteholders of Renaissance Home Equity Loan Trust 2005-3, Renaissance Home Equity Loan Asset-Backed Notes, Series 2005-3 respectfully requests that this Honorable Court enter an Order directing the Sheriff of Clearfield County to file its Return of Service for the complaint in this matter and provide a copy of the Return to counsel for Plaintiff.

Respectfully submitted,
SHAPIRO & KREISMAN, LLC

BY:



Christopher A. DeNardo
Lauren R. Tabas
Attorneys for Plaintiff/Movant

Dated: 7/20/09
07-28640

SHAPIRO & KREISMAN, LLC

BY: CHRISTOPHER A. DeNARDO, ESQUIRE, ATTORNEY ID 78447

LAUREN R. TABAS, ESQUIRE, ATTORNEY ID 93337

3600 HORIZON DRIVE, SUITE 150

KING OF PRUSSIA, PA 19406

TELEPHONE: (610) 278-6800

S & K FILE NO. 07-28640

HSBC Bank USA, N.A., as Indenture Trustee
for the registered Noteholders of Renaissance
Home Equity Loan Trust 2005-3,
Renaissance Home Equity Loan Asset-
Backed Notes, Series 2005-3

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 07-794-CD

Plaintiff,

VS.

Ronald L. Weaver and Cynthia E. Weaver

Defendants.

**BRIEF IN SUPPORT OF
MOTION OF PLAINTIFF, HSBC BANK USA, N.A., AS INDENTURE TRUSTEE FOR
THE REGISTERED NOTEHOLDERS OF RENAISSANCE HOME EQUITY LOAN
TRUST 2005-3, RENAISSANCE HOME EQUITY LOAN ASSET-BACKED NOTES,
SERIES 2005-3, TO COMPEL SHERIFF TO FILE RETURNS OF SERVICE**

STATEMENT OF FACTS

On May 21, 2007, Plaintiff filed the above-captioned mortgage foreclosure action. Plaintiff has been informed that the Sheriff served the Complaint in Mortgage Foreclosure on May 25, 2007; however, the Sheriff's Return has yet to be filed with the Prothonotary of Clearfield County. Plaintiff is unable to file a Praecipe for Judgment or schedule a Sheriff's Sale of the property until the Sheriff's Return for service of the complaint has been filed.

ARGUMENT

Pennsylvania Rule of Civil Procedure 405 states, "When service of original process has been made the sheriff...shall make a return of service forthwith." Pa. R.C.P. 405(a). The Rule also states that the return of service shall be filed with the Prothonotary. Pa. R.C.P. 405(e). In this matter, Plaintiff has been informed that the service of the Complaint in Mortgage Foreclosure occurred over two months ago; however, no return of service has yet been filed by the Sheriff. The failure of the Sheriff to file the return is prejudicing Plaintiff, as Plaintiff is prevented from filing a Praecipe for Default Judgment until the Sheriff's return is filed. As of now, Plaintiff has already tendered a Notice of Intent to File Default Judgment with Defendant, and are simply waiting for the filing of the Sheriff's Return.

For the foregoing reasons, Plaintiff, HSBC Bank USA, N.A., as Indenture Trustee for the registered Noteholders of Renaissance Home Equity Loan Trust 2005-3, Renaissance Home Equity Loan Asset-Backed Notes, Series 2005-3, respectfully requests that this Honorable Court enter an Order directing the Sheriff of Clearfield County to file its Return of Service for posting the property in the above-referenced matter within ten (10) days and provide a copy of the Return to Plaintiff's counsel.

Respectfully submitted,
SHAPIRO & KREISMAN, LLC

Dated: 1/20/07

BY: 

Christopher A. DeNardo
Lauren R. Tabas
Attorneys for Plaintiff

SHAPIRO & KREISMAN, LLC

BY: CHRISTOPHER A. DeNARD, ESQUIRE, ATTORNEY ID 78447

LAUREN R. TABAS, ESQUIRE, ATTORNEY ID 93337

3600 HORIZON DRIVE, SUITE 150

KING OF PRUSSIA, PA 19406

TELEPHONE: (610) 278-6800

S & K FILE NO. 07-28640

HSBC Bank USA, N.A., as Indenture Trustee
for the registered Noteholders of Renaissance
Home Equity Loan Trust 2005-3,
Renaissance Home Equity Loan Asset-
Backed Notes, Series 2005-3

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 07-794-CD

Plaintiff,

VS.

Ronald L. Weaver and Cynthia E. Weaver

Defendants.

VERIFICATION

Christopher A. DeNardo, Esquire, hereby states he is the Attorney for Plaintiff in this action, and that the statements made in the foregoing Motion to Compel Sheriff to File Returns of Service are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

SHAPIRO & KREISMAN, LLC

BY:



Christopher A. DeNardo

Dated: 7/30/07

SHAPIRO & KREISMAN, LLC

BY: CHRISTOPHER A. DeNARDO, ESQUIRE, ATTORNEY ID 78447

LAUREN R. TABAS, ESQUIRE, ATTORNEY ID 93337

3600 HORIZON DRIVE, SUITE 150

KING OF PRUSSIA, PA 19406

TELEPHONE: (610) 278-6800

S & K FILE NO. 07-28640

HSBC Bank USA, N.A., as Indenture Trustee
for the registered Noteholders of Renaissance
Home Equity Loan Trust 2005-3,
Renaissance Home Equity Loan Asset-
Backed Notes, Series 2005-3

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 07-794-CD

Plaintiff,

VS.

Ronald L. Weaver and Cynthia E. Weaver

Defendants.

CERTIFICATE OF SERVICE

The undersigned, attorney for Plaintiff, hereby certifies that true and correct copies of the foregoing Motion to Compel Sheriff to file Return of Service, Memorandum in Support of same, together with any other documentation specifically referenced in the transmittal letter, were sent by first class mail, postage pre-paid, on 7-31-07 to the following parties as listed below:


Cynthia E. Weaver
423 Decatur Street
Philipsburg, PA 16866

Ronald L. Weaver
423 Decatur Street
Philipsburg, PA 16866

Sheriff of Clearfield County
Clearfield County Courthouse
230 East Market St.
Clearfield, PA 16830

SHAPIRO & KREISMAN, LLC

BY:



Christopher A. DeNardo

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102825
NO: 07-794-CD
SERVICE # 1 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC BANK USA, N.A.

vs.

DEFENDANT: RONALD L. WEAVER, CYNTHIA E. WEAVER

SHERIFF RETURN

NOW, May 25, 2007 AT 10:15 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RONALD L. WEAVER DEFENDANT AT 423 DECATUR ST., PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RONALD L. WEAVER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

FILED
012:07/51
AUG 07 2007
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102825
NO: 07-794-CD
SERVICE # 2 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC BANK USA, N.A.

vs.

DEFENDANT: RONALD L. WEAVER, CYNTHIA E. WEAVER

SHERIFF RETURN

NOW, May 25, 2007 AT 10:15 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CYNTHIA E. WEAVER DEFENDANT AT 423 DECATUR ST., PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ROANLD WEAVER, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102825
NO: 07-794-CD
SERVICE # 3 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC BANK USA, N.A.

vs.

DEFENDANT: RONALD L. WEAVER, CYNTHIA E. WEAVER

SHERIFF RETURN

NOW, May 25, 2007 AT 10:15 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON OCCUPANTS DEFENDANT AT 423 DECATUR ST., PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RONALD WEAVER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102825
NO: 07-794-CD
SERVICES 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC BANK USA, N.A.
vs.
DEFENDANT: RONALD L. WEAVER, CYNTHIA E. WEAVER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	SHAPIRO	185492	30.00
SHERIFF HAWKINS	SHAPIRO	185492	61.04

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,


by Marilyn Hamer
Chester A. Hawkins
Sheriff

SHAPIRO & KREISMAN, LLC
BY: LAUREN R. TABAS, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 93337
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 07-28640

FILED *Atty pd. 20.00*
m/2:14/07
AUG 28 2007 *Notice to Defs.*
Statement to
William A. Shaw
Prothonotary/Clerk of Courts *Atty*
(610)

HSBC Bank USA, N.A., as Indenture Trustee
for the registered Noteholders of Renaissance
Home Equity Loan Trust 2005-3,
Renaissance Home Equity Loan Asset-
Backed Notes, Series 2005-3
PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

NO:07-794-CD

vs.

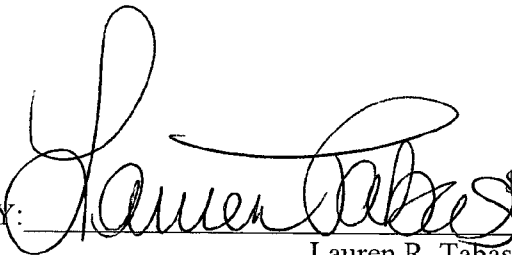
Ronald L. Weaver and Cynthia E. Weaver
DEFENDANTS

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

Enter Judgment IN REM in the amount of \$50,431.56 in favor of the Plaintiff and against the defendants, jointly and severally, for failure to file an answer to Plaintiff's Complaint in Mortgage Foreclosure within 20 days from service thereof and assess Plaintiff's damages as follows and calculated as stated in the Complaint:

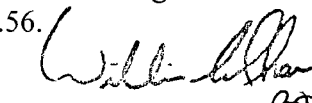
Principal of mortgage debt due and unpaid	\$43,378.23
Interest at 10.39% from November 1, 2006 to August 27, 2007 (300 days @ \$12.35 per diem)	\$3,705.00
Late charges (for certain months prior to default and every month after at a rate of \$24.75 per month)	\$247.50
Escrow Advance	\$270.92
Appraisal Fees	\$111.00
Title Search Report Fees	\$550.00
Attorneys Fees	\$2,168.91
TOTAL AMOUNT DUE	\$50,431.56

BY:



Lauren R. Tabas, Esquire
Attorney for Plaintiff

AND NOW, judgment is entered in favor of the Plaintiff and against the Defendant(s) and damages are assessed as above in the sum of \$50,431.56.


8/28/07
Pro. Prothy.

07-28640

SHAPIRO & KREISMAN, LLC
BY: DANIELLE BOYLE-EBERSOLE, ESQ.
LAUREN R. TABAS, ESQ.,
AND ILANA ZION, ESQ.
ATTORNEY I.D. NOS. 81747, 93337 & 87137
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 07-28640

HSBC Bank USA, N.A., as Indenture Trustee
for the registered Noteholders of Renaissance
Home Equity Loan Trust 2005-3,
Renaissance Home Equity Loan Asset-
Backed Notes, Series 2005-3

PLAINTIFF

VS.

Ronald L. Weaver
423 Decatur Street
Philipsburg, PA 16866
Cynthia E. Weaver
423 Decatur Street
Philipsburg, PA 16866

DEFENDANT(S)

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO:

STATE OF: Florida
COUNTY OF: Orange

AFFIDAVIT OF NON-MILITARY SERVICE

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

Ocwen Loan Servicing, LLC on behalf of HSBC Bank USA, N.A., as Indenture Trustee
for the registered Noteholders of Renaissance Home Equity Loan Trust 2005-3,
Renaissance Home Equity Loan Asset-Backed Notes, Series 2005-3

By:

Jessica Dybas

NAME: Jessica Dybas

TITLE: US Foreclosure Facilitator

Sworn to and subscribed before me this 30th day of May 2007.

Heather A. Snider, Notary Public

07-28640



Heather A. Snider
My Commission DD229481
Expires July 06, 2007

SHAPIRO & KREISMAN, LLC
BY: ILANA ZION, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 87137
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 07-28640

HSBC Bank USA, N.A., as Indenture Trustee
for the registered Noteholders of Renaissance
Home Equity Loan Trust 2005-3,
Renaissance Home Equity Loan Asset-
Backed Notes, Series 2005-3
PLAINTIFF

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 07-794-CD

VS.

Ronald L. Weaver
and
Cynthia E. Weaver
DEFENDANTS

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

TO: Ronald L. Weaver
DATE OF NOTICE: July 16, 2007

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a Judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

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

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

NOTIFICACION IMPORTANTE

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

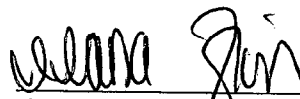
Clearfield County Lawyer Referral Service
Court Administrator, Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
814-765-2641 ext.5982

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

PERSONS TO WHOM RULE 237.1 NOTICE SENT TO:

Ronald L. Weaver
423 Decatur Street
Philipsburg, PA 16866

Cynthia E. Weaver
423 Decatur Street
Philipsburg, PA 16866



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

SHAPIRO & KREISMAN, LLC
BY: ILANA ZION, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 87137
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 07-28640

HSBC Bank USA, N.A., as Indenture Trustee
for the registered Noteholders of Renaissance
Home Equity Loan Trust 2005-3,
Renaissance Home Equity Loan Asset-
Backed Notes, Series 2005-3
PLAINTIFF

VS.

Ronald L. Weaver
and
Cynthia E. Weaver
DEFENDANTS

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 07-794-CD

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

TO: Cynthia E. Weaver
DATE OF NOTICE: July 16, 2007

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230 East Market Street
Clearfield, PA 16830
814-765-2641 ext.5982

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NOTIFICACION IMPORTANTE

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

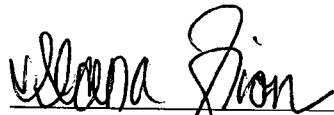
Clearfield County Lawyer Referral Service
Court Administrator, Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
814-765-2641 ext.5982

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

PERSONS TO WHOM RULE 237.1 NOTICE SENT TO:

Ronald L. Weaver
423 Decatur Street
Philipsburg, PA 16866

Cynthia E. Weaver
423 Decatur Street
Philipsburg, PA 16866



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

SHAPIRO & KREISMAN, LLC
BY: ILANA ZION, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 87137
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 07-28640

HSBC Bank USA, N.A., as Indenture Trustee
for the registered Noteholders of Renaissance
Home Equity Loan Trust 2005-3,
Renaissance Home Equity Loan Asset-
Backed Notes, Series 2005-3

PLAINTIFF

VS.

Ronald L. Weaver
and
Cynthia E. Weaver
DEFENDANTS

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 07-794-CD

CERTIFICATION OF MAILING NOTICE UNDER RULE 237.1

The undersigned hereby certifies that a Written Notice of Intention to File a Praecipe for the Entry of Default Judgment was mailed to the defendant (s) and to his, her, their attorney of record, if any, after the default occurred and at least (10) days prior to the date of the filing of the Praecipe. Said Notice was sent on the date set forth in the copy of said Notice attached hereto, July 16, 2007 to the following Defendants:

Ronald L. Weaver
423 Decatur Street
Philipsburg, PA 16866

Cynthia E. Weaver
423 Decatur Street
Philipsburg, PA 16866



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

SHAPIRO & KREISMAN, LLC
BY: LAUREN R. TABAS, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 93337
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 07-28640

HSBC Bank USA, N.A., as Indenture Trustee
for the registered Noteholders of Renaissance
Home Equity Loan Trust 2005-3,
Renaissance Home Equity Loan Asset-
Backed Notes, Series 2005-3
PLAINTIFF

vs.

Ronald L. Weaver and Cynthia E. Weaver
DEFENDANTS

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

NO:07-794-CD

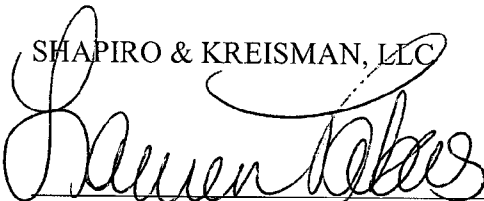
CERTIFICATE OF SERVICE

I, Lauren R. Tabas, Esquire, Attorney for the Plaintiff, hereby certify that I have served
by first class mail, postage prepaid, true and correct copies of the attached papers upon the
following persons or their attorney of record:

Ronald L. Weaver
423 Decatur Street
Philipsburg, PA 16866

Cynthia E. Weaver
423 Decatur Street
Philipsburg, PA 16866

Date mailed: 8/27/07

SHAPIRO & KREISMAN, LLC
BY: 
Lauren R. Tabas, Esquire
Attorney for Plaintiff

07-28640

SHAPIRO & KREISMAN, LLC
BY: LAUREN R. TABAS, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 93337
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 07-28640

HSBC Bank USA, N.A., as Indenture Trustee
for the registered Noteholders of Renaissance
Home Equity Loan Trust 2005-3,
Renaissance Home Equity Loan Asset-
Backed Notes, Series 2005-3
PLAINTIFF

vs.

Ronald L. Weaver and Cynthia E. Weaver
DEFENDANTS

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

NO:07-794-CD

CERTIFICATION OF ADDRESS

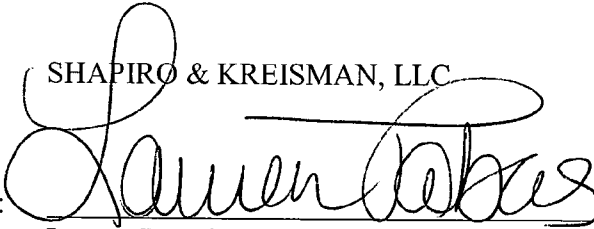
I hereby certify that the correct address of the judgment creditor (Plaintiff) is:

HSBC Bank USA, N.A., as Indenture Trustee for the registered Noteholders of Renaissance
Home Equity Loan Trust 2005-3, Renaissance Home Equity Loan Asset-Backed Notes, Series
2005-3
12650 Ingenuity Drive
Orlando, FL 32826

and that the last known addresses of the judgment debtor (Defendants) is:

Ronald L. Weaver
423 Decatur Street
Philipsburg, PA 16866

Cynthia E. Weaver
423 Decatur Street
Philipsburg, PA 16866

SHAPIRO & KREISMAN, LLC

BY: Lauren R. Tabas, Esquire
Attorney for Plaintiff

07-28640

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
Clearfield County Clerk
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

COPY

Prothonotary

TO: Ronald L. Weaver
423 Decatur Street
Philipsburg, PA 16866

HSBC Bank USA, N.A., as Indenture Trustee
for the registered Noteholders of Renaissance
Home Equity Loan Trust 2005-3,
Renaissance Home Equity Loan Asset-
Backed Notes, Series 2005-3
PLAINTIFF

vs.

Ronald L. Weaver and Cynthia E. Weaver
DEFENDANTS

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

NO:07-794-CD

NOTICE

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

 8/28/07
Prothonotary

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

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:
ATTORNEY LAUREN R. TABAS, ESQUIRE AT (610) 278-6800.

COPY

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
Clearfield County Clerk
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Prothonotary

TO: Cynthia E. Weaver
423 Decatur Street
Philipsburg, PA 16866

HSBC Bank USA, N.A., as Indenture Trustee
for the registered Noteholders of Renaissance
Home Equity Loan Trust 2005-3,
Renaissance Home Equity Loan Asset-
Backed Notes, Series 2005-3
PLAINTIFF

vs.

Ronald L. Weaver and Cynthia E. Weaver
DEFENDANTS

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

NO:07-794-CD

NOTICE

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

 8/28/07
Prothonotary

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

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:
ATTORNEY LAUREN R. TABAS, ESQUIRE AT (610) 278-6800.

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

COPY

HSBC Bank USA, N.A.
Renaissance Home Equity Loan Trust 2005-3
Renaissance Home Equity Loan Asset-Backed
Notes
Plaintiff(s)

No.: 2007-00794-CD

Real Debt: \$50,431.56

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Ronald L. Weaver
Cynthia E. Weaver
Defendant(s)

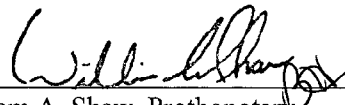
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 28, 2007

Expires: August 28, 2012

Certified from the record this 28th day of August, 2007.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

HSBC Bank USA, N.A., as Indenture
Trustee for the registered Noteholders of
Renaissance Home Equity Loan Trust 2005-
3, Renaissance Home Equity Loan Asset-
Backed Notes, Series 2005-3
Plaintiff

vs.

Ronald L. Weaver and Cynthia E. Weaver
Defendants

IN THE COURT OF COMMON PLEAS

OF

CLEARFIELD COUNTY

No. 07-794-CD

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

To The Prothonotary:

Issue Writ of Execution in the above matter:

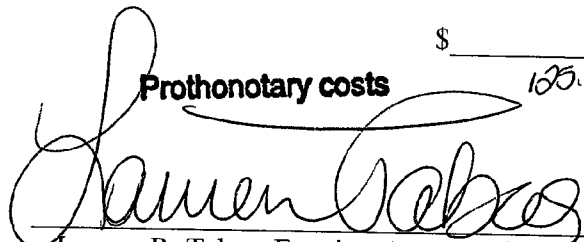
Amount Due
Interest from August 28, 2007 to

\$50,431.56

(Costs to be added)

\$ 125.00

Prothonotary costs


Lauren R. Tabas, Esquire, Attorney for Plaintiff

FILED *Atty pd. 20.00*
7/23/07
AUG 28 2007 *ice & 6 writs*
w/ prop. desc.
William A. Shaw
Prothonotary/Clerk of Courts *to Sheriff*
(612)

No: 07-794-CD

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY

William A. Shaw
Prothonotary/Clerk of Courts

AUG 28 2007

FILED

HSBC Bank USA, N.A., as Indenture Trustee for
the registered Noteholders of Renaissance Home
Equity Loan Trust 2005-3, Renaissance Home
Equity Loan Asset-Backed Notes, Series 2005-3,
Plaintiff

VS

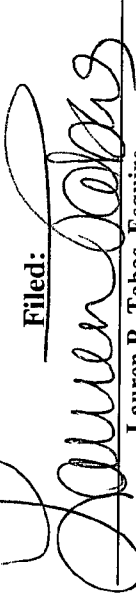
Ronald L. Weaver, Defendant
423 Decatur Street
Philipsburg, PA 16866

Cynthia E. Weaver, Defendant
423 Decatur Street
Philipsburg, PA 16866

PRAECIPE FOR WRIT OF
EXECUTION

{Mortgage Foreclosure}

Filed:



Lauren R. Tabas, Esquire
Plaintiff's Attorney

SHAPIRO & KREISMAN, LLC
BY: LAUREN R. TABAS, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 93337
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 07-28640

HSBC Bank USA, N.A., as Indenture Trustee
for the registered Noteholders of Renaissance
Home Equity Loan Trust 2005-3,
Renaissance Home Equity Loan Asset-
Backed Notes, Series 2005-3
PLAINTIFF

vs.

Ronald L. Weaver and Cynthia E. Weaver
DEFENDANTS

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 07-794-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

HSBC Bank USA, N.A., as Indenture Trustee for the registered Noteholders of Renaissance Home Equity Loan Trust 2005-3, Renaissance Home Equity Loan Asset-Backed Notes, Series 2005-3, Plaintiff in the above action, sets forth, as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at 423 Decatur Street, Philipsburg, PA 16866.

1. Name and address of Owners or Reputed Owners

Ronald L. Weaver
423 Decatur Street
Philipsburg, PA 16866

Cynthia E. Weaver
423 Decatur Street
Philipsburg, PA 16866

2. Name and address of Defendants in the judgment:

Ronald L. Weaver
423 Decatur Street
Philipsburg, PA 16866

Cynthia E. Weaver
423 Decatur Street
Philipsburg, PA 16866

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

HSBC Bank USA, N.A., as Indenture Trustee for the registered Noteholders of
Renaissance Home Equity Loan Trust 2005-3, Renaissance Home Equity Loan Asset-
Backed Notes, Series 2005-3
12650 Ingenuity Drive
Orlando, FL 32826

Providian National Bank
P.O. Box 9120
Pleasanton, CA 94566

NBOC Bank
152 Grant Avenue
Vandergrift, PA 15690

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

HSBC Bank USA, N.A., as Indenture Trustee for the registered Noteholders of
Renaissance Home Equity Loan Trust 2005-3, Renaissance Home Equity Loan Asset-
Backed Notes, Series 2005-3, Plaintiff
12650 Ingenuity Drive
Orlando, FL 32826

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

NONE

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

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

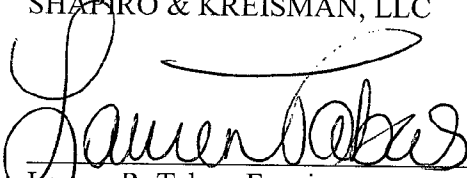
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

TENANT OR OCCUPANT
423 Decatur Street
Philipsburg, PA 16866

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

SHAPIRO & KREISMAN, LLC

BY:


Lauren R. Tabas, Esquire

07-28640

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

SS

HSBC Bank USA, N.A., as Indenture Trustee for
the registered Noteholders of Renaissance Home
Equity Loan Trust 2005-3, Renaissance Home
Equity Loan Asset-Backed Notes, Series 2005-3
PLAINTIFF

No: 07-794-CD

VS.

WRIT OF EXECUTION:

Ronald L. Weaver and Cynthia E. Weaver
DEFENDANT(S)

MORTGAGE FORECLOSURE

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

423 Decatur Street, Philipsburg, PA 16866

See attached legal

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

Amount Due

\$50,431.56

Interest from August 28, 2007 to

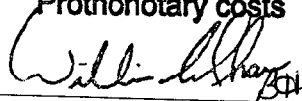
\$ _____

Costs to be added

Prothonotary costs

125.00

Seal of Court



PROTHONOTARY

Date: 8/28/07

~~Deputy Prothonotary~~

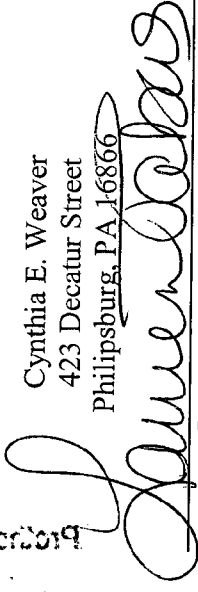
No: 07-794-CD

HSBC Bank USA, N.A., as Indenture Trustee for
the registered Noteholders of Renaissance Home
Equity Loan Trust 2005-3, Renaissance Home
Equity Loan Asset-Backed Notes, Series 2005-3

vs.

Ronald L. Weaver
423 Decatur Street
Philipsburg, PA 16866

Cynthia E. Weaver
423 Decatur Street
Philipsburg, PA 16866

A large, stylized handwritten signature in black ink, reading "Lauren R. Tabas". The signature is written over a horizontal line.

Lauren R. Tabas, Esquire

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Lauren R. Tabas, Esquire, Attorney
SHAPIRO & KREISMAN, LLC
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406

ALL those two certain parcels or lots of land situate, lying and being in the Borough of Chester Hill, Clearfield County, Pennsylvania, bounded and described as follows to wit:

THE FIRST THEREOF:

BEGINNING at a point on the South side of Decatur Street; thence by Lot No. 6 of Foster Addition to Chester Hill 27' 45" W. One Hundred Fifty (150) feet to Ida Street; thence by Northerly side of said Ida Street, N 62' 15" W. Forty Five (45) feet; thence along the direction of Lot No. 10 of said Foster Addition N. 27' 45" E., One Hundred Fifty (150) feet to Decatur Street; thence by said Decatur Street S. 62' 15" E. Forty Five (45) feet to the place of beginning and being Lot No. 5 of said Foster Addition to Chester Hill Borough.

THE SECOND THEREOF:

BEGINNING at the corner of the lands of Laura Nelius and extended along Decatur Street, Fifty (50) feet to Lot No. 12; thence along Lot No. 12 line, One Hundred Fifty (150) feet more or less to Ida Street; thence along Ida Street, Fifty (50) feet to the line of land of Laura Nelius; thence along line of lands of Laura Nelius a distance of One Hundred Fifty (150) feet more or less to the place of beginning, being all the surface of Lot No. 10 in the Foster Addition of Chester Hill Borough, according to plot made by A. V. Hoyt, CE.

EXCEPTING AND RESERVING all exceptions and reservations as contained in prior deeds of record.

BEING the same premises which Sabra Yasovsky, (Widow) individually and as Attorney in Fact for Laura Nelius, Jean Lance and Andrew Lance, her husband, Henry J. Nelius and Patricia Nelius, his wife, and Walter Nelius and Rebecca Nelius, his wife, by Deed dated June 18, 1996 and recorded in the Clearfield County Recorder of Deeds Office on June 18, 1996 in Deed Book 1766, page 401, granted and conveyed unto Ronald L. Weaver and Cynthia E. Weaver, husband and wife.

SHAPIRO & KREISMAN, LLC
BY: LAUREN R. TABAS, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 93337
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 07-28640

HSBC Bank USA, N.A., as Indenture Trustee
for the registered Noteholders of Renaissance
Home Equity Loan Trust 2005-3, Renaissance
Home Equity Loan Asset-Backed Notes, Series
2005-3

PLAINTIFF

VS.

Ronald L. Weaver
and
Cynthia E. Weaver
DEFENDANT(S)

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 07-794-CD

FILED

JAN 09 2008

M/11:40(w)
William A. Shaw
Prothonotary/Clerk of Courts

1 CENT TO AFF

CERTIFICATION OF NOTICE TO LIENHOLDERS
PURSUANT TO PA R.C.P 3129.2 (C) (2)

I, Heather Whitman, Legal Assistant for Shapiro & Kreisman, LLC, attorneys for the Plaintiff, HSBC Bank USA, N.A., as Indenture Trustee for the registered Noteholders of Renaissance Home Equity Loan Trust 2005-3, Renaissance Home Equity Loan Asset-Backed Notes, Series 2005-3, hereby certify that Notice of Sale was served on all persons appearing on Exhibit "A" attached hereto, by United States mail, first class, postage prepaid, with Certificates of Mailing on September 25, 2007, the originals of which are attached and that each of said persons appears on Plaintiff's Affidavit pursuant to Pa. R.C.P. 3129.1.

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

Respectfully submitted,

SHAPIRO & KREISMAN, LLC

BY:



Heather Whitman
Legal Assistant

07-28640

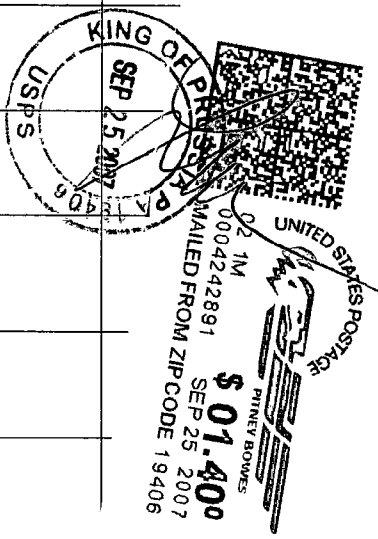
Name and Address of Sender
 Shapiro & Kreisman, LLC
 3600 Horizon Drive
 Suite 150
 King of Prussia, PA 19406

Check type of mail or service:

- ☐ Certified
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
☐ Recorded Delivery (International)
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

Affix Stamp Here
 (If issued as a
 certificate of mailing,
 or for additional
 copies of this bill)
 Postmark and
 Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1. 07-28640	Tenant or Occupant 423 Decatur Street Phillipsburg, PA 16866 Clearfield County Domestic Relations 230 East Market Street Clearfield, PA 16830 Provident National Bank P.O. Box 9120 Pleasanton, CA 94566 NBOC Bank 152 Grant Avenue Vandergift, PA 15690											
2.												
3.												
4.												
5.												
6.												
7.												
8.												
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)	See Privacy Act Statement on Reverse									



Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20651

NO: 07-794-CD

PLAINTIFF: HSBC BANK USA, N.A., AS INDENTURE TRUSTEE FOR THE REGISTERED NOTEHOLDERS OF RENAISSANCE HOME EQUITY LOAN TRUST 2005-3, RENAISSANCE HOME EQUITY LOAN ASSET-BACKED NOTES, SERIES 2005-3

vs.

DEFENDANT: RONALD L. WEAVER AND CYNTHIA E. WEAVER

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 8/28/2007

LEVY TAKEN 9/20/2007 @ 2:19 AM

POSTED 9/20/2007 @ 2:19 PM

SALE HELD 2/1/2008

SOLD TO HSBC BANK USA, N.A., AS INDENTURE TRUSTEE FOR THE REGISTERED NOTEHOLDERS OF RENAISSANCE HOME EQUITY LOAN TRUST 2005-3, RENAISSANCE HOME EQUITY LOAN ASSET-BACKED NOTES, SERIES 2005-3

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 3/4/2008

DATE DEED FILED 3/4/2008

FILED
MAR 04 2008

William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

@

SERVED RONALD L. WEAVER

DEPUTIES UNABLE TO SERVE RONALD L. WEAVER, DEFENDANT, AT HIS RESIDENCE 423 DECATUR STREET, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA. THE HOUSE IS VACANT.

@

SERVED CYNTHIA E. WEAVER

DEPUTIES UNABLE TO SERVE CYNTHIA E. WEAVER, DEFENDANT, AT HER RESIDENCE 423 DECATUR STREET, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA. THE HOUSE IS VACANT.

11/5/2007 @ 10:45 AM SERVED CYNTHIA E. WEAVER

CENTRE COUNTY SERVED CYNTHIA E. WEAVER, DEFENDANT, AT 17 W. PINE STREET, APT #5, PHILIPSBURG, PENNSYLVANIA BY HANDING TO CYNTHIA E. WEAVER

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

11/5/2007 @ 10:45 AM SERVED RONALD L. WEAVER

CENTRE COUNTY SERVED RONALD L. WEAVER, DEFENANT, AT 17 W. PINE STREET, APT #5, PHILIPSBURG, PENNSYLVANIA BY HANDING TO CYNTHIA E. WEAVER, WIFE/CO-DEFENDANT.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

@

SERVED

NOW, OCTOBER 26, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR NOVEMBER 2, 2007 TO FEBRUARY 1, 2008.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20651
NO: 07-794-CD

PLAINTIFF: HSBC BANK USA, N.A., AS INDENTURE TRUSTEE FOR THE REGISTERED NOTEHOLDERS OF
RENAISSANCE HOME EQUITY LOAN TRUST 2005-3, RENAISSANCE HOME EQUITY LOAN ASSET-BACKED NOTES,
SERIES 2005-3

vs.

DEFENDANT: RONALD L. WEAVER AND CYNTHIA E. WEAVER

Execution REAL ESTATE

SHERIFF RETURN



SHERIFF HAWKINS \$266.78

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,

Chester A. Hawkins
Sheriff

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

SS

HSBC Bank USA, N.A., as Indenture Trustee for
the registered Noteholders of Renaissance Home
Equity Loan Trust 2005-3, Renaissance Home
Equity Loan Asset-Backed Notes, Series 2005-3
PLAINTIFF

No: 07-794-CD

VS.

WRIT OF EXECUTION:

MORTGAGE FORECLOSURE

Ronald L. Weaver and Cynthia E. Weaver
DEFENDANT(S)

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

423 Decatur Street, Philipsburg, PA 16866
See attached legal

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

Amount Due

\$50,431.56

Interest from August 28, 2007 to

\$ _____

Costs to be added

Prothonotary costs

125.00

Seal of Court

William L. Shroyer
PROTHONOTARY

Date: 8/28/07

~~Deputy Prothonotary~~

Received this writ this 28th day
of August A.D. 2007
At 3:30 PM/P.M.

Charles A. Humberis
Sheriff *By Cynthia Butler*

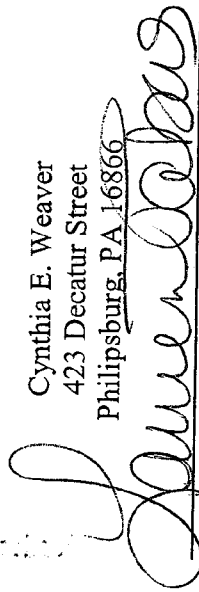
No: 07-794-CD

HSBC Bank USA, N.A., as Indenture Trustee for
the registered Noteholders of Renaissance Home
Equity Loan Trust 2005-3, Renaissance Home
Equity Loan Asset-Backed Notes, Series 2005-3

vs.

Ronald L. Weaver
423 Decatur Street
Philipsburg, PA 16866

Cynthia E. Weaver
423 Decatur Street
Philipsburg, PA 16866


Lauren R. Tabas, Esquire

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Lauren R. Tabas, Esquire, Attorney
SHAPIRO & KREISMAN, LLC
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406

Received this writ this _____ day
of _____ A.D. _____
A.W.B.M.

2/10/07

ALL those two certain parcels or lots of land situate, lying and being in the Borough of Chester Hill, Clearfield County, Pennsylvania, bounded and described as follows to wit:

THE FIRST THEREOF:

BEGINNING at a point on the South side of Decatur Street; thence by Lot No. 6 of Foster Addition to Chester Hill 27' 45" W. One Hundred Fifty (150) feet to Ida Street; thence by Northerly side of said Ida Street, N 62' 15" W. Forty Five (45) feet; thence along the direction of Lot No. 10 of said Foster Addition N. 27' 45" E., One Hundred Fifty (150) feet to Decatur Street; thence by said Decatur Street S. 62' 15" E. Forty Five (45) feet to the place of beginning and being Lot No. 5 of said Foster Addition to Chester Hill Borough.

THE SECOND THEREOF:

BEGINNING at the corner of the lands of Laura Nelius and extended along Decatur Street, Fifty (50) feet to Lot No. 12; thence along Lot No. 12 line, One Hundred Fifty (150) feet more or less to Ida Street; thence along Ida Street, Fifty (50) feet to the line of land of Laura Nelius; thence along line of lands of Laura Nelius a distance of One Hundred Fifty (150) feet more or less to the place of beginning, being all the surface of Lot No. 10 in the Foster Addition of Chester Hill Borough, according to plot made by A. V. Hoyt, CE.

EXCEPTING AND RESERVING all exceptions and reservations as contained in prior deeds of record.

BEING the same premises which Sabra Yasovsky, (Widow) individually and as Attorney in Fact for Laura Nelius, Jean Lance and Andrew Lance, her husband, Henry J. Nelius and Patricia Nelius, his wife, and Walter Nelius and Rebecca Nelius, his wife, by Deed dated June 18, 1996 and recorded in the Clearfield County Recorder of Deeds Office on June 18, 1996 in Deed Book 1766, page 401, granted and conveyed unto Ronald L. Weaver and Cynthia E. Weaver, husband and wife.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME RONALD L. WEAVER

NO. 07-794-CD

NOW, March 04, 2008, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on February 01, 2008, I exposed the within described real estate of Ronald L. Weaver And Cynthia E. Weaver to public venue or outcry at which time and place I sold the same to HSBC BANK USA, N.A., AS INDENTURE TRUSTEE FOR THE REGISTERED NOTEHOLDERS OF RENAISSANCE HOME EQUITY LOAN TRUST 2005-3, RENAISSANCE HOME EQUITY LOAN ASSET-BACKED NOTES, SERIES 2005-3 he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	15.52
LEVY	15.00
MILEAGE	15.52
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.74
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	10.00
CONTINUED SALES	20.00
MISCELLANEOUS*	
TOTAL SHERIFF COSTS	\$266.78

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$29.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	50,431.56
INTEREST @ %	0.00
FROM TO 02/01/2008	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$50,471.56

COSTS:

ADVERTISING	497.86
TAXES - COLLECTOR	
TAXES - TAX CLAIM	2,402.37
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	266.78
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$3,610.01

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

CHESTER A. HAWKINS, Sheriff

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20651

TERM & NO. 07-794-CD

HSBC BANK USA, N.A., AS INDENTURE TRUSTEE FOR THE REGISTERED NOTEHOLDERS OF RENAISSANCE HOME EQUITY LOAN TRUST 2005-3, RENAISSANCE HOME EQUITY LOAN ASSET-BACKED NOTES, SERIES 2005-3

vs.
RONALD L. WEAVER AND CYNTHIA E. WEAVER

DOCUMENTS TO BE SERVED:
NOTICE OF SALE
WRIT OF EXECUTION
COPY OF LEVY

SERVE BY: OCT. 2, 2007

**MAKE REFUND PAYABLE TO
RETURN TO BE SENT TO THIS OFFICE**

SERVE: CYNTHIA E. WEAVER

ADDRESS: 423 DECATUR STREET
PHILIPSBURG, PA 16866

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Thursday, November 1, 2007.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20651

TERM & NO. 07-794-CD

HSBC BANK USA, N.A., AS INDENTURE TRUSTEE FOR THE REGISTERED NOTEHOLDERS OF RENAISSANCE HOME EQUITY LOAN TRUST 2005-3, RENAISSANCE HOME EQUITY LOAN ASSET-BACKED NOTES, SERIES 2005-3

vs.

RONALD L. WEAVER AND CYNTHIA E. WEAVER

DOCUMENTS TO BE SERVED:
NOTICE OF SALE
WRIT OF EXECUTION
COPY OF LEVY

SERVE BY: OCT. 2, 2007

**MAKE REFUND PAYABLE TO
RETURN TO BE SENT TO THIS OFFICE**

SERVE: RONALD L. WEAVER

ADDRESS: 423 DECATUR STREET
PHILIPSBURG, PA 16866

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Thursday, November 1, 2007.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

SHERIFF'S OFFICE CENTRE COUNTY

SHAPIRO & KREISMAN, LLC

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

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.

1. Plaintiff(s)

HSBC BANK USA, N.A.

2. Case Number

07-794-CD

3. Defendant(s)

RONALD L. & CYNTHIA E. WEAVER

4. Type of Writ or Complaint:

Court Execution R 200472

SERVE



5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold.
CYNTHIA E. WEAVER

6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)
17 W. PINE ST. #5, PHILIPSBURG, PA 16866

7. Indicate unusual service: ☐ Reg Mail ☐ Certified Mail ☐ Deputize ☐ Post ☐ Other

Now, _____ 20____, I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. _____
Sheriff of Centre County

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

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

9. Print/Type Name and Address of Attorney/Originator
SHAPIRO & KREISMAN, LLC
3600 HORIZON DR., SUITE 150

10. Telephone Number
(610) 278-6800

11. Date

12. Signature

KING OF PRUSSIA, PA. 19406

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above.

SIGNATURE of Authorized CCSD Deputy of Clerk and Title

14. Date Filed

15. Expiration/Hearing Date

TO BE COMPLETED BY SHERIFF

16. Served and made known to cynthia weaver, on the 5 day of November, 20 2007, at 10:45 AM o'clock, _____ m., at 17 W. PINE ST. #5, PHILIPSBURG, PA 16866, County of Centre

Commonwealth of Pennsylvania, in the manner described below:

- ☐ Defendant(s) personally served.
- ☐ Adult family member with whom said Defendant(s) resides(s). Relationship is defendant
- ☐ Adult in charge of Defendant's residence.
- ☐ Manager/Clerk of place of lodging in which Defendant(s) resides(s).
- ☐ Agent or person in charge of Defendant's office or usual place of business.
- ☐ _____ and officer of said Defendant company.
- Other _____

On the _____ day of _____, 20____, at _____ o'clock, _____ M.

Defendant not found because:

☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other _____

Remarks:

Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
75.00	9.00	18.00		3.50	24.00	5.00	5.00	64.50	(10.50)

17. AFFIRMED and subscribed to before me this _____

20. day of _____ 20____

23. _____
Notary Public

So Answer.

18. Signature of Dep. Sheriff

19. Date

21. Signature of Sheriff

22. Date

SHERIFF OF CENTRE COUNTY

Amount Pd.

Page

My Commission Expires

24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE.

25. Date Received

SHERIFF'S OFFICE

CENTRE COUNTY

SHAPIRO & KREISMAN, LLC

07-28640 BFB

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

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.

1. Plaintiff(s)

HSBC BANK USA, N.A.

2. Case Number

07-794-CD

3. Defendant(s)

RONALD L. & CYNTHIA E. WEAVER

4. Type of Writ or Complaint:

Court Execution R 200472

SERVE



5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold.
RONALD L. WEAVER

6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)
17 W. PINE ST., #5, PHILIPSBURG, PA 16866

7. Indicate unusual service: ☐ Reg Mail ☐ Certified Mail ☐ Deputize ☐ Post ☐ Other

Now, _____ 20____, I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. _____ Sheriff of Centre County

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

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

9. Print/Type Name and Address of Attorney/Originator
SHAPIRO & KREISMAN, LLC
3600 HORIZON DR., SUITE 150

10. Telephone Number
(610) 278-6800

11. Date

12. Signature

KING OF PRUSSIA, PA. 19406

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above.

SIGNATURE of Authorized CCSD Deputy of Clerk and Title

14. Date Filed

15. Expiration/Hearing Date

TO BE COMPLETED BY SHERIFF

16. Served and made known to cynthia weaver, on the 5 day of November, 20 2007, at 10:45 AM o'clock, _____ m., at 17 W. PINE ST., #5, PHILIPSBURG, PA 16866, County of Centre

Commonwealth of Pennsylvania, in the manner described below:

- ☐ Defendant(s) personally served.
☐ Adult family member with whom said Defendant(s) resides(s). Relationship is WIFE & CODEFENDANT
☐ Adult in charge of Defendant's residence.
☐ Manager/Clerk of place of lodging in which Defendant(s) resides(s).
☐ Agent or person in charge of Defendant's office or usual place of business.
_____ and officer of said Defendant company.
Other _____

On the _____ day of _____, 20____, at _____ o'clock, _____ M.

Defendant not found because:

☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other _____

Remarks:

Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
75.00	9.00	18.00		3.50	24.00	5.00	5.00	64.50	(10.50)

17. AFFIRMED and subscribed to before me this _____

So Answer.

20. day of _____ 20____

18. Signature of Dep. Sheriff

19. Date

21. Signature of Sheriff

22. Date

23. _____
Notary Public

SHERIFF OF CENTRE COUNTY

Amount Pd.

Page

My Commission Expires

24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE.

25. Date Received

**SHAPIRO & KREISMAN, LLC**

ATTORNEYS AT LAW

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

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

GERALD M. SHAPIRO
Admitted in Illinois and Florida Only
DAVID S. KREISMAN
Admitted in Illinois Only
CHRISTOPHER A. DeNARDI
Managing Attorney
DANIELLE BOYLE-EBERSOLE +
LAUREN R. TABAK +
ILANA ZION
+ Also Licensed in New Jersey

October 26, 2007

Fax number 814-765-5915

Office of the Sheriff of Clearfield County

Attn: Cindy

Re: HSBC Bank USA, N.A., as Indenture Trustee for the registered Noteholders of
Renaissance Home Equity Loan Trust 2005-3, Renaissance Home Equity Loan
Asset-Backed Notes, Series 2005-3 vs. Ronald L. Weaver and Cynthia E. Weaver
C.P. #07-794-CD
Sale Date: November 2, 2007
Our File # 07-28640

Dear Sir or Madam:

Kindly continue the above-referenced sale until February 1, 2008.

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

Very truly yours,

A handwritten signature in cursive script, appearing to read 'Heather Whitman'.

Heather Whitman
Legal Assistant