

07-804-CD
HSBC Mortg. Vs A. Irizarry et al

HSBC vs Alberto Irizarry et al
2007-804-CD

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

ATTORNEY FOR PLAINTIFF

FILED
MAY 22 2007
William A. Shaw
Prothonotary/Clerk of Courts
Att. pd. 85.00
4cc
Sheniff

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

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

v.

Alberto Irizarry
Stefanie R. Irizarry
321 4th Street A.
New Cumberland, PA 17070
Defendant(s)

NO. 07-804-CD

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

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

AVISO

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

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

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

NOTICE

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

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

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

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

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

Assignor: Mortgage Electronic Registration Systems, Inc.

Assignments of Record to: HSBC Mortgage Services, Inc.

Recording Date: **LODGED FOR RECORDING**

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

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

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 101 Robinson Street

MUNICIPALITY/TOWNSHIP/BOROUGH: City of Dubois

COUNTY: Clearfield

DATE EXECUTED: 8/12/05

DATE RECORDED: 8/15/05 INSTRUMENT #: 200512807

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

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

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

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

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

6. The following amounts are due on the said Mortgage as of 2/21/07:

Principal of debt due	\$69,503.78
Unpaid Interest at 7.875%* from 8/12/06 to 2/21/07 (the per diem interest accruing on this debt is \$15.00 and that sum should be added each day after 2/21/07)	3,780.07
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Late Charges (monthly late charge of \$25.37 should be added in accordance with the terms of the note each month after 2/21/07)	126.85
Recoverable Advance	1,053.50
Uncollected Late Charges	25.37
Extension Interest Due	912.24
Attorneys Fees (anticipated and actual to 5% of principal)	<u>3,475.19</u>
TOTAL	\$79,482.00

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

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

8. The combined notice specified by the Pennsylvania

Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$79,482.00 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



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

Legal Description

ALL THAT CERTAIN LOT OR PIECE OF LAND SITUATE IN THE CITY OF DUBOIS, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BEING A PART OF WARRANT 5861 AND KNOWN AND DESCRIBED IN THE PLAN OF ALFRED BELL'S ADDITION TO DUBOIS BOROUGH, NOW CITY, AS LOT NUMBER 98, AND BEING ALSO KNOWN AS NO. 101 ROBINSON STREET; SAID LOT BEING 50 FEET WIDE ON ROBINSON STREET; 150 FEET DEEP BY LINE OF HOWARD AVENUE AND 50 FEET WIDE AT THE REAR; AND HAVING THEREON ERECTED A FRAME DWELLING.

SUBJECT TO ALL EXCEPTIONS, RESERVATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RIGHTS-OF-WAY AS FULLY AS THE SAME ARE CONTAINED IN ALL PRIOR DEEDS, INSTRUMENTS OR WRITINGS OR IN ANY OTHER MANNER TOUCHING OR AFFECTING THE PREMISES HEREBY CONVEYED.

April 18, 2007

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HOMEOWNER'S NAME(S): Alberto Irizarry
Stefanie Irizarry
PROPERTY ADDRESS: 101 Robinson Street
Dubois, PA 15801
LOAN ACCT. NO.: 0011322385
ORIGINAL LENDER: Decision One Mortgage Company, LLC
CURRENT LENDER: HSBC Mortgage Services Inc.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

face- to-face meeting.

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

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

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

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

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

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

**101 Robinson Street
Dubois, PA 15801**

IS SERIOUSLY IN DEFAULT because:

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

Monthly Payments of \$507.55 for September 12, 2006 through April 12, 2007 = \$4060.40

Monthly Late Charges of \$25.37 for September 12, 2006 through March 12, 2007 = \$177.59

Other charges (explain/itemize): Other Uncollected Late Charges = \$25.37

BPO = \$112.50

TOTAL AMOUNT PAST DUE: \$4375.86

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

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$4375.86, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

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

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

HOW TO CONTACT THE LENDER:

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

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

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

NOTICE

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

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

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

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

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

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

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only. No insurance coverage provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 03
Certified Fee	240
Return Receipt Fee (Endorsement Required)	185
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 488

Postmark Here

Sent to Alberto Inzary
 Street, Apt. No. 321 4th Street
 City, State, ZIP+4 New Cumberland PA 17117

PS Form 3800, August 2006 SPS. Return to post office

7006 2150 0000 6068 3299
 7006 2150 0000 6068 3299



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



Alberto Inzary
 321 4th Street
 New Cumberland PA 17117



707020807010

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Alberto Irizarry
321 4th Street A
New Cumberland PA
17070

2. Article Number

(Transfer from service label)

7006 2150 0000 6068 3299

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☒ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

March 9, 2007

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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HOMEOWNER'S NAME(S):	Alberto Irizarry Stefanie Irizarry
PROPERTY ADDRESS:	101 Robinson Street Dubois, PA 15801
LOAN ACCT. NO.:	0011322385
ORIGINAL LENDER:	Decision One Mortgage Company, LLC
CURRENT LENDER:	HSBC Mortgage Services Inc.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND
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- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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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:

**101 Robinson Street
Dubois, PA 15801**

IS SERIOUSLY IN DEFAULT because:

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

Monthly Payments of \$507.55 for September 12, 2006 through February 12, 2007 = \$3045.30

Monthly Late Charges of \$25.37 for September 12, 2006 through February 12, 2007 = \$152.22

Other charges (explain/itemize): Other Uncollected Late Charges = \$25.37

BPO = \$112.50

TOTAL AMOUNT PAST DUE: \$3335.39

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

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3335.39, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

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

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

HOW TO CONTACT THE LENDER:

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

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

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

NOTICE

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

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

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

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

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

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

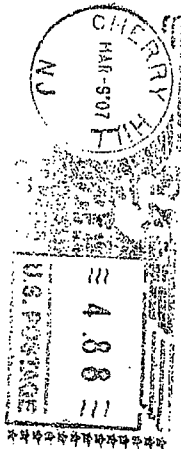
CCCS of Northeastern PA
1631 S Atherton St., Suite 100
State College, PA 16801
(814) 238-3668
FAX (814) 238-3669

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

07020508 Ref.

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

Stefanie Izazary
101 Robinson St
Dubois PA 15801



2005 3110 0002 1270 5087
2805 0247 2000 017E 5002

U.S. Postal Service TM	
CERTIFIED MAIL TM RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 63
Certified Fee	240
Return Receipt Fee (Endorsement Required)	185
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 488
Sent To: Stefanie Izazary	
Street, Apt. No., or PO Box No. 101 Robinson St	
City, State, ZIP+4 [®] Dubois PA 15801	
PS Form 3800, June 2002 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Stephanie Izziarely
101 Robinson St.
Dubois, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

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

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(Transfer from service label)

7005 3110 0002 1970 5087

PS Form 3811, February 2004

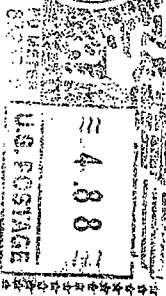
Domestic Return Receipt

102595-02-M-1540

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

7020308 REFERRALS

ALBERTO IRIZARRY
101 Robinson St.
Dubois, PA 15801



4605 026T 2000 DTTE 5002
4605 026T 2000 DTTE 5002

U.S. Postal Service	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information, visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 103
Certified Fee	240
Return Receipt Fee (Endorsement Required)	185
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 488
Postmark Here	
Sent To: ALBERTO IRIZARRY	
Street, Apt. No. or PO Box No. 101 Robinson St.	
City, State, ZIP+4 Dubois PA 15801	
PS Form 3800, June 2002 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION

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

Article Addressed to:
 4102250 72120224
 161 Robinson St.
 Dubois, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☒ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7005 3110 0002 1970 5094

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

07020398 Ref

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

Stefanie Izazary
321 4th St. E.
New Cumberland, PA 17070



0205 0261 2000 0TTE 5002
0205 0261 2000 0TTE 5002

U.S. Postal Service TM	
CERTIFIED MAIL TM RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 63
Certified Fee	240
Return Receipt Fee (Endorsement Required)	185
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 488
Sent To: Stefanie Izazary	
Street, Apt. No. or PO Box No. 321 4th St. E.	
City, State, ZIP+4 New Cumberland PA	
PS Form 3800, June 2002 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

SEANIE IZIZARRA
321 4th St. A.
New Cumberland, PA
17050

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from Item 1?

If YES, enter delivery address below: ☐ Yes ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☒ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7005 3110 0002 1970 5070

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-44-1540

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

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



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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 4 Services

Sheriff Docket # **102830**

HSBC MORTGAGE SERVICES, INC.

Case # 07-804-CD

vs.

ALBERTO IRIZARRY, STEFANIE R. IRIZARRY

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW October 10, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO ALBERTO IRIZARRY, DEFENDANT. 101 ROBINSON ST., DUBOIS "APPEARS EMPTY".

SERVED BY: /

FILED

9/2:30 Lm
OCT 10 2007

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 4 Services

Sheriff Docket # **102830**

HSBC MORTGAGE SERVICES, INC.

Case # 07-804-CD

vs.

ALBERTO IRIZARRY, STEFANIE R. IRIZARRY

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW October 10, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO STEFANIE R. IRIZARRY, DEFENDANT. 101 ROBINSON ST., DUBOIS, PA. "APPEARS EMPTY".

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102830
NO: 07-804-CD
SERVICE # 3 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC MORTGAGE SERVICES, INC.
vs.
DEFENDANT: ALBERTO IRIZARRY, STEFANIE R. IRIZARRY

SHERIFF RETURN

NOW, May 23, 2007, SHERIFF OF CUMBERLAND COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ALBERTO IRIZARRY.

NOW, June 04, 2007 AT 10:48 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ALBERTO IRIZARRY, DEFENDANT. THE RETURN OF CUMBERLAND COUNTY IS HERETO **ATTACHED** AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102830
NO: 07-804-CD
SERVICE # 4 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC MORTGAGE SERVICES, INC.
vs.
DEFENDANT: ALBERTO IRIZARRY, STEFANIE R. IRIZARRY

SHERIFF RETURN

NOW, May 23, 2007, SHERIFF OF CUMBERLAND COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON STEFANIE R. IRIZARRY.

NOW, June 04, 2007 AT 10:48 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON STEFANIE R. IRIZARRY, DEFENDANT. THE RETURN OF CUMBERLAND COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102830
NO: 07-804-CD
SERVICES 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC MORTGAGE SERVICES, INC.
vs.
DEFENDANT: ALBERTO IRIZARRY, STEFANIE R. IRIZARRY

SHERIFF RETURN

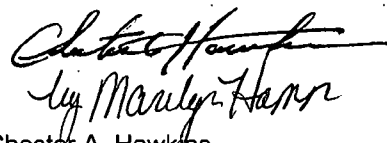
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	UDREN	90333	40.00
SHERIFF HAWKINS	UDREN	90333	49.43
CUMBERLAND CO.	UDREN	90334	44.23

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

SHERIFF'S RETURN - REGULAR

CASE NO: 2007-00388 T

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF CUMBERLAND

HSBC MORTGAGE SERVICES INC

VS

IRIZZARY ALBERTO ET AL

RICHARD SMITH, Sheriff or Deputy Sheriff of
Cumberland County, Pennsylvania, who being duly sworn according to law,
says, the within NOTICE was served upon

IRIZARRY ALBERTO the

DEFENDANT, at 0010:48 HOURS, on the 4th day of June, 2007

at 321 4TH ST A

NEW CUMBERLAND, PA 17070

by handing to

ALBERTO IRIZARRY

a true and attested copy of NOTICE together with
COMPLAINT IN MORTGAGE FORECLOSURE

and at the same time directing His attention to the contents thereof.

Sheriff's Costs:

Docketing	18.00
Service	16.32
Affidavit	2.50
POSTAGE	.41
	.00
	<u>37.23</u>

So Answers:

R. Thomas Kline

06/05/2007

UDREN LAW OFFICES

Sworn and Subscribed to

before me this 11th day

of June, 2007 A.D.

By:

Deputy Sheriff

NOTARY SEAL
CLAUDIA A. BREWBAKER, NOTARY PUBLIC
Carlisle Boro: Cumberland County
My Commission Expires April 4, 2009

SHERIFF'S RETURN - REGULAR

CASE NO: 2007-00388 T

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF CUMBERLAND

HSBC MORTGAGE SERVICES INC

VS

IRIZZARY ALBERTO ET AL

RICHARD SMITH, Sheriff or Deputy Sheriff of
Cumberland County, Pennsylvania, who being duly sworn according to law,
says, the within NOTICE was served upon
IRIZZARY STEFANIE R the
DEFENDANT, at 0010:48 HOURS, on the 4th day of June, 2007
at 321 4TH ST A
NEW CUMBERLAND, PA 17070 by handing to
ALBERTO IRIZZARY (HUSBAND)
a true and attested copy of NOTICE together with
COMPLAINT IN MORTGAGE FORECLOSURE

and at the same time directing His attention to the contents thereof.

Sheriff's Costs:

Docketing	6.00
Service	.00
Affidavit	1.00
Surcharge	.00
	.00
	7.00

So Answers:

R. Thomas Kline

06/05/2007
UDREN LAW OFFICES

Sworn and Subscribed to

before me this 14th day

of June, 2007 A.D.

By:

Deputy Sheriff

Claudia A. Brewbaker
NOTARY SEAL
CLAUDIA A. BREWBAKER, NOTARY PUBLIC
Carlisle Boro. Cumberland County
My Commission Expires April 4, 2009



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

OFFICE (814) 765-2641 EXT. 5986

FAX (814) 765-5915

ROBERT SNYDER
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

KAREN BAUGHMAN
CLERK TYPIST

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 102630

HSBC MORTGAGE SERVICES, INC.

vs.

ALBERTO IRIZARRY, STEFANIE R. IRIZARRY

TERM & NO. 07-804-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 06/21/07

HEARING:

MAKE REFUND PAYABLE TO UDREN LAW OFFICES, P.C.

SERVE: ALBERTO IRIZARRY

ADDRESS: 321 4TH ST. A, NEW CUMBERLAND, PA 17070

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 CUMBERLAND COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, May 23, 2007.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

OFFICE (814) 765-2641 EXT. 5986

FAX (814) 765-5915

ROBERT SNYDER
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

KAREN BAUGHMAN
CLERK TYPIST

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 102830

HSBC MORTGAGE SERVICES, INC.

VS.

ALBERTO IRIZARRY, STEFANIE R. IRIZARRY

TERM & NO. 07-804-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 06/21/07

HEARING:

MAKE REFUND PAYABLE TO UDREN LAW OFFICES, P.C.

SERVE: STEFANIE R. IRIZARRY

ADDRESS: 321 4TH ST. A, NEW CUMBERLAND, PA 17070

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 CUMBERLAND COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, May 23, 2007.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

ATTORNEY FOR PLAINTIFF

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

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

COURT OF COMMON PLEAS certify this to be a true
CIVIL DIVISION and attested copy of the original
statement filed in this case.
Clearfield County

v.

MAY 22 2007

Alberto Irizarry
Stefanie R. Irizarry
321 4th Street A.
New Cumberland, PA 17070
Defendant(s)

NO. 07-804-CD West.

William A. Shaw
Prothonotary/
Clerk of Courts

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

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

AVISO

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

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

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

NOTICE

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

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

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

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

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

Assignor: Mortgage Electronic Registration Systems, Inc.

Assignments of Record to: HSBC Mortgage Services, Inc.

Recording Date: **LODGED FOR RECORDING**

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

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

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 101 Robinson Street

MUNICIPALITY/TOWNSHIP/BOROUGH: City of Dubois

COUNTY: Clearfield

DATE EXECUTED: 8/12/05

DATE RECORDED: 8/15/05 INSTRUMENT #: 200512807

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

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

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

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

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

6. The following amounts are due on the said Mortgage as of 2/21/07:

Principal of debt due	\$69,503.78
Unpaid Interest at 7.875%* from 8/12/06 to 2/21/07 (the per diem interest accruing on this debt is \$15.00 and that sum should be added each day after 2/21/07)	3,780.07
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Late Charges (monthly late charge of \$25.37 should be added in accordance with the terms of the note each month after 2/21/07)	126.85
Recoverable Advance	1,053.50
Uncollected Late Charges	25.37
Extension Interest Due	912.24
Attorneys Fees (anticipated and actual to 5% of principal)	<u>3,475.19</u>
TOTAL	\$79,482.00

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

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

8. The combined notice specified by the Pennsylvania

Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$79,482.00 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



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

Legal Description

ALL THAT CERTAIN LOT OR PIECE OF LAND SITUATE IN THE CITY OF DUBOIS, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BEING A PART OF WARRANT 5861 AND KNOWN AND DESCRIBED IN THE PLAN OF ALFRED BELL'S ADDITION TO DUBOIS BOROUGH, NOW CITY, AS LOT NUMBER 98, AND BEING ALSO KNOWN AS NO. 101 ROBINSON STREET; SAID LOT BEING 50 FEET WIDE ON ROBINSON STREET; 150 FEET DEEP BY LINE OF HOWARD AVENUE AND 50 FEET WIDE AT THE REAR; AND HAVING THEREON ERECTED A FRAME DWELLING.

SUBJECT TO ALL EXCEPTIONS, RESERVATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RIGHTS-OF-WAY AS FULLY AS THE SAME ARE CONTAINED IN ALL PRIOR DEEDS, INSTRUMENTS OR WRITINGS OR IN ANY OTHER MANNER TOUCHING OR AFFECTING THE PREMISES HEREBY CONVEYED.

April 18, 2007

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HOMEOWNER'S NAME(S):	Alberto Irizarry Stefanie Irizarry
PROPERTY ADDRESS:	101 Robinson Street Dubois, PA 15801
LOAN ACCT. NO.:	0011322385
ORIGINAL LENDER:	Decision One Mortgage Company, LLC
CURRENT LENDER:	HSBC Mortgage Services Inc.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

face- to-face meeting.

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

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

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

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

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

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

101 Robinson Street
Dubois, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

Monthly Payments of \$507.55 for September 12, 2006 through April 12, 2007 = \$4060.40

Monthly Late Charges of \$25.37 for September 12, 2006 through March 12, 2007 = \$177.59

Other charges (explain/itemize): Other Uncollected Late Charges = \$25.37

BPO = \$112.50

TOTAL AMOUNT PAST DUE:

\$4375.86

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

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$4375.86, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** ~~Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:~~

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

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

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

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

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

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

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

HOW TO CONTACT THE LENDER:

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

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

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

NOTICE

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

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

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

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

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

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

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

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

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

07020308261

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

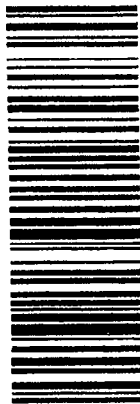
OFFICIAL USE

Postage	\$ 03
Certified Fee	240
Return Receipt Fee (Endorsement Required)	185
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 488

Postmark Here

Go to Alberto Inzary
 Street Apt. No. 321 4th Street
 City, State ZIP+4 New Cumberland PA 17
 PS Form 3800, August 2006 See Reverse for instructions

7006 2150 0000 6068 3299
 7006 2150 0000 6068 3299



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

Alberto Inzary
 321 4th Street
 New Cumberland PA 17010



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Alberto Irizarri
3214th Street
New Cumberland, PA 17060

2. Article Number

(Transfer from service label)

7006 2150 0000 6068 3299

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

☐ Yes

☐ No

If YES, enter delivery address below:

3. Service Type

☒ Certified Mail

☐ Registered

☐ Insured Mail

☐ Express Mail

☒ Return Receipt for Merchandise

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

March 9, 2007

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HOMEOWNER'S NAME(S): Alberto Irizarry
Stefanie Irizarry
PROPERTY ADDRESS: 101 Robinson Street
Dubois, PA 15801
LOAN ACCT. NO.: 0011322385
ORIGINAL LENDER: Decision One Mortgage Company, LLC
CURRENT LENDER: HSBC Mortgage Services Inc.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

face- to-face meeting.

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

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

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

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

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

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

**101 Robinson Street
Dubois, PA 15801**

IS SERIOUSLY IN DEFAULT because:

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

Monthly Payments of \$507.55 for September 12, 2006 through February 12, 2007 = \$3045.30

Monthly Late Charges of \$25.37 for September 12, 2006 through February 12, 2007 = \$152.22

Other charges (explain/itemize): Other Uncollected Late Charges = \$25.37

BPO = \$112.50

TOTAL AMOUNT PAST DUE: \$3335.39

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

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3335.39, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

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

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

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

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

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

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

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

HOW TO CONTACT THE LENDER:

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

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

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

NOTICE

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

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

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

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

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

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

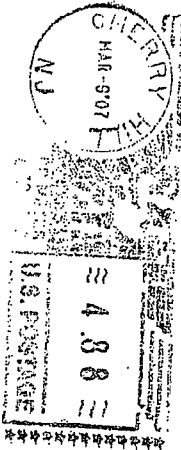
CCCS of Northeastern PA
1631 S Atherton St., Suite 100
State College, PA 16801
(814) 238-3668
FAX (814) 238-3669

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

070203018 REF.

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

Stefanie Izzi
101 Robinson St
Dubois, PA 15801



4805 066T 2000 0TTE 5002
2905 066T 2000 0TTE 5002

U.S. Postal Service TM	
CERTIFIED MAIL TM RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 63
Certified Fee	240
Return Receipt Fee (Endorsement Required)	185
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 488
Sent To: Stefanie Izzi	
Street, Apt. No., or PO Box No. 101 Robinson St	
City, State, ZIP+4 Dubois PA 15801	
PS Form 3800, June 2002	
See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Stephanie Izizorely
101 Robinson St.
Dubois, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☒ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(Transfer from service label)

7005 3110 0002 1970 5087

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

7020308 REFERENCE

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

ALBERTO IRIZARRY
101 Robinson St.
Dubois, PA 15801



4605 0261 2000 01TE 5002
4605 0261 2000 01TE 5002

U.S. Postal Service TM	
CERTIFIED MAIL TM RECEIPT	
(Domestic Mail Only. No Insurance Coverage Provided)	
For delivery information, visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 1.03
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.88
Postmark Here	
Sent To: Alberto Irizarry	
Street, Apt. No. or PO Box No. 101 Robinson St.	
City, State, ZIP+4 [®] Dubois PA 15801	
PS Form 3800, June 2002 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

ALBERT TRIZGARY
101 ROBINSON ST.
DUBOIS, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☒ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(Transfer from service label)

7005 3JLD 0002 1970 5094

PS Form 3811, February 2004

Domestic Return Receipt

102585-02-M-1540

071020398 Ref

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

Stephanie IZZARELLI
321 4th St. N.
New Cumberland, PA 17070



0205 0261 2000 0TTE 5002
0205 0261 2000 0TTE 5002

U.S. Postal Service TM	
CERTIFIED MAIL TM RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 63
Certified Fee	240
Return Receipt Fee (Endorsement Required)	185
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 488
Sent to: Stephanie IZZARELLI	
Street, Apt. No. or PO Box No. 321 4th St. N.	
City, State, ZIP+4 New Cumberland PA	
PS Form 3800, June 2002 See reverse for instructions	

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

STEVANIE IZIZORRY
321 4TH ST. A.
NABO Cumberland, PA
17066

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes

☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☒ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7005 3110 0002 1970 5070

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-16-40

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

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



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

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

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

v.

Alberto Irizarry
Stefanie R. Irizarry
321 4th Street A.
New Cumberland, PA 17070
Defendant(s)

ATTORNEY FOR PLAINTIFF

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

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

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

MAY 22 2007

Attest,

William L. Brown
Prothonotary/
Clerk of Courts

NO. 07-804-CD

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

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

AVISO

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

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

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

NOTICE

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

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

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

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

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

Assignor: Mortgage Electronic Registration Systems, Inc.

Assignments of Record to: HSBC Mortgage Services, Inc.

Recording Date: **LODGED FOR RECORDING**

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

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

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 101 Robinson Street

MUNICIPALITY/TOWNSHIP/BOROUGH: City of Dubois

COUNTY: Clearfield

DATE EXECUTED: 8/12/05

DATE RECORDED: 8/15/05 INSTRUMENT #: 200512807

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

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

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

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

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

6. The following amounts are due on the said Mortgage as of 2/21/07:

Principal of debt due	\$69,503.78
Unpaid Interest at 7.875%* from 8/12/06 to 2/21/07 (the per diem interest accruing on this debt is \$15.00 and that sum should be added each day after 2/21/07)	3,780.07
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Late Charges (monthly late charge of \$25.37 should be added in accordance with the terms of the note each month after 2/21/07)	126.85
Recoverable Advance	1,053.50
Uncollected Late Charges	25.37
Extension Interest Due	912.24
Attorneys Fees (anticipated and actual to 5% of principal)	<u>3,475.19</u>
TOTAL	\$79,482.00

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

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

8. The combined notice specified by the Pennsylvania

Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$79,482.00 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



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

Legal Description

ALL THAT CERTAIN LOT OR PIECE OF LAND SITUATE IN THE CITY OF DUBOIS, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BEING A PART OF WARRANT 5861 AND KNOWN AND DESCRIBED IN THE PLAN OF ALFRED BELL'S ADDITION TO DUBOIS BOROUGH, NOW CITY, AS LOT NUMBER 98, AND BEING ALSO KNOWN AS NO. 101 ROBINSON STREET; SAID LOT BEING 50 FEET WIDE ON ROBINSON STREET; 150 FEET DEEP BY LINE OF HOWARD AVENUE AND 50 FEET WIDE AT THE REAR; AND HAVING THEREON ERECTED A FRAME DWELLING.

SUBJECT TO ALL EXCEPTIONS, RESERVATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RIGHTS-OF-WAY AS FULLY AS THE SAME ARE CONTAINED IN ALL PRIOR DEEDS, INSTRUMENTS OR WRITINGS OR IN ANY OTHER MANNER TOUCHING OR AFFECTING THE PREMISES HEREBY CONVEYED.

April 18, 2007

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HOMEOWNER'S NAME(S):	Alberto Irizarry Stefanie Irizarry
PROPERTY ADDRESS:	101 Robinson Street Dubois, PA 15801
LOAN ACCT. NO.:	0011322385
ORIGINAL LENDER:	Decision One Mortgage Company, LLC
CURRENT LENDER:	HSBC Mortgage Services Inc.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

face- to-face meeting.

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

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

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

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

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

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

101 Robinson Street
Dubois, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

Monthly Payments of \$507.55 for September 12, 2006 through April 12, 2007 = \$4060.40

Monthly Late Charges of \$25.37 for September 12, 2006 through March 12, 2007 = \$177.59

Other charges (explain/itemize): Other Uncollected Late Charges = \$25.37

BPO = \$112.50

TOTAL AMOUNT PAST DUE: \$4375.86

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

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$4375.86, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

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

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

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

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

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

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

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

HOW TO CONTACT THE LENDER:

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

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

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

NOTICE

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

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

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

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

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

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

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

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

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

OFFICIAL USE

Postage	\$ 03
Certified Fee	240
Return Receipt Fee (Endorsement Required)	185
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 488

Postmark Here

Sent to Alberto Inzary
 Street Apt No. 321 4th Street
 or PO Box No. 321 4th Street
 City, State ZIP+4 New Cumberland PA 17070

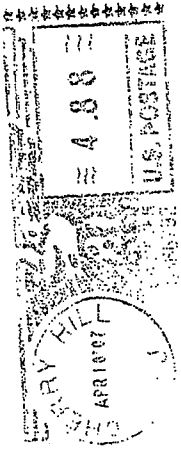
PS Form 3800, August 2006
 See Reverse for Instructions

7006 2150 0000 6068 3299
 7006 2150 0000 6068 3299



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

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



Alberto Inzary
 321 4th Street
 New Cumberland PA 17070

0702030824

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Alberto Irizarri
321 4th Street
New Cumberland PA
17060

2. Article Number

(Transfer from service label)

7006 2150 0000 6068 3299

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

☐ Yes

☐ No

If YES, enter delivery address below:

3. Service Type

☒ Certified Mail

☐ Registered

☐ Insured Mail

☐ Return Receipt for Merchandise

☐ C.O.D.

☐ Express Mail

☐ Restricted Delivery? (Extra Fee)

☐ Yes

March 9, 2007

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HOMEOWNER'S NAME(S): Alberto Irizarry
Stefanie Irizarry
PROPERTY ADDRESS: 101 Robinson Street
Dubois, PA 15801
LOAN ACCT. NO.: 0011322385
ORIGINAL LENDER: Decision One Mortgage Company, LLC
CURRENT LENDER: HSBC Mortgage Services Inc.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

face- to-face meeting.

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

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

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

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

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

**101 Robinson Street
Dubois, PA 15801**

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:

<u>Monthly Payments of \$507.55 for September 12, 2006 through February 12, 2007 = \$3045.30</u>	
<u>Monthly Late Charges of \$25.37 for September 12, 2006 through February 12, 2007 = \$152.22</u>	
<u>Other charges (explain/itemize):</u>	<u>Other Uncollected Late Charges = \$25.37</u>
	<u>BPO = \$112.50</u>
<u>TOTAL AMOUNT PAST DUE:</u>	<u>\$3335.39</u>

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

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3335.39, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

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

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

HOW TO CONTACT THE LENDER:

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

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

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

NOTICE

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

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

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

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

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

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

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

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

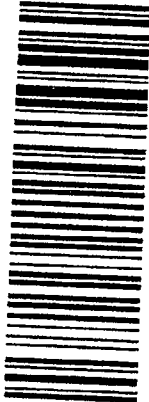
07020308 Ref.

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

Stephanie Izazky
101 Robinson St
Dubois, PA 15801

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

CERTIFIED MAIL



4905 026T 2000 0TTE 5002
7085 026T 2000 0TTE 5002

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

OFFICIAL USE

Postage	\$ 63
Certified Fee	240
Return Receipt Fee (Endorsement Required)	185
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 488

Postmark Here

Sent To: Stephanie Izazky
Street, Apt. No., or PO Box No.: 101 Robinson St
City, State, ZIP+4: Dubois PA 15801

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Stephanie Izzi
101 Robinson St.
Dubois, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☒ Addressee

B. Received by (Printed Name) C. Date of Delivery

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

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label)

7005 3110 0002 1970 5087

PS Form 3811, February 2004

Domestic Return Receipt

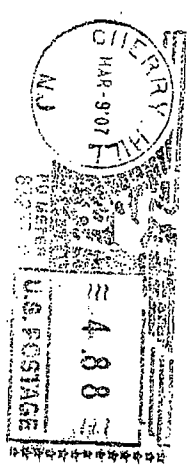
102595-02-M-1540

7020308 REFERENCE

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

ALBERTO IRIZARRY
101 Robinson St.
DUBOIS, PA 15801

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



4605 0261 2000 07TE 5002
4605 0261 2000 07TE 5002

U.S. Postal ServiceTM	
CERTIFIED MAILTM RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information, visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 103
Certified Fee	240
Return Receipt Fee (Endorsement Required)	185
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 488
Postmark Here	
Sent To: <u>ALBERTO IRIZARRY</u>	
Street, Apt. No. or PO Box No. <u>101 Robinson St.</u>	
City, State, ZIP+4 <u>DUBOIS PA 15801</u>	
PS Form 3800, June 2002 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION

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

¹Article Addressed to:

ALBERTO TRINIDAD
101 ROBINSON ST.
DUBOIS, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- ☒ Certified Mail
- ☐ Registered
- ☐ Insured Mail
- ☐ Express Mail
- ☒ Return Receipt for Merchandise
- ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7005 3110 0002 1970 5094

PS Form 3811, February 2004

Domestic Return Receipt

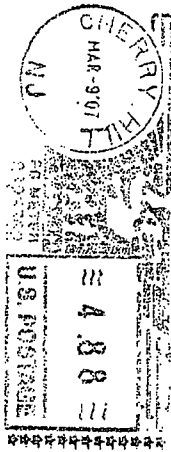
102585-02-M-1540

07020398 Ref

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

Stefanie Irizarry
321 4th St. N
New Cumberland, PA 17070

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT LINED AREA.
CERTIFIED MAIL



0205 026T 2000 0TTE 500Z
0205 026T 2000 0TTE 500Z

U.S. Postal Service TM	
CERTIFIED MAIL TM RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 63
Certified Fee	240
Return Receipt Fee (Endorsement Required)	185
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 488
Sent to: Stefanie Irizarry	
Street, Apt. No. or PO Box No. 321 4th St. N	
City, State, ZIP+4 New Cumberland PA	
PS Form 3800, June 2002 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

STENOGRAPHER
321 4th St. A.
New Cumberland, PA 17056

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

☒ Certified Mail ☐ Express Mail

☐ Registered ☒ Return Receipt for Merchandise

☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(Transfer from service label)

7005 3110 0002 1970 5070

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-14-16-40

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

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



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

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

ATTORNEY FOR PLAINTIFF

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

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 07-804-CD

v.

Alberto Irizarry
Stefanie R. Irizarry
321 4th Street A.
New Cumberland, PA 17070
Defendant(s)

FILED

OCT 23 2007

m/11:30/w
William A. Shaw
Prothonotary/Clerk of Courts

cert copy w/notice
TO PROB DEPT.

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

TO THE PROTHONOTARY:

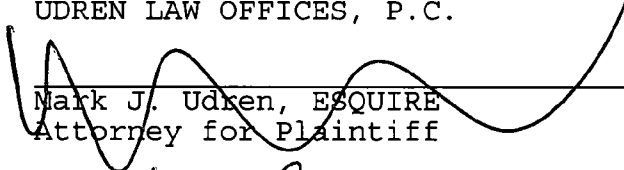
Kindly enter judgment in favor of the Plaintiff and against the Defendant(s) **Alberto Irizarry and Stefanie R. Irizarry** for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$79,482.00
Interest Per Complaint	3,600.00
From 2/22/07 to 10/19/07	
Late charges per Complaint	<u>202.96</u>
From 2/22/07 to 10/19/07	

TOTAL \$83,284.96

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

UDREN LAW OFFICES, P.C.


Mark J. Udren, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: OCT. 23, 2007


PRO PROTHY

SHERIFF'S RETURN - REGULAR

CASE NO: 2007-00388 T

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF CUMBERLAND

HSBC MORTGAGE SERVICES INC

VS

IRIZZARY ALBERTO ET AL

RICHARD SMITH, Sheriff or Deputy Sheriff of
Cumberland County, Pennsylvania, who being duly sworn according to law,
says, the within NOTICE was served upon

IRIZZARY STEFANIE R the

DEFENDANT, at 0010:48 HOURS, on the 4th day of June, 2007
at 321 4TH ST A

NEW CUMBERLAND, PA 17070 by handing to

ALBERTO IRIZZARY (HUSBAND)

a true and attested copy of NOTICE together with
COMPLAINT IN MORTGAGE FORECLOSURE

and at the same time directing His attention to the contents thereof.

Sheriff's Costs:

Docketing	6.00
Service	.00
Affidavit	1.00
Surcharge	.00
	.00
	<u>7.00</u>

So Answers:

R. Thomas Kline

06/05/2007
UDREN LAW OFFICES

Sworn and Subscribed to

before me this 11th day

of June, 2007 A.D.

By:

Deputy Sheriff

Claudia A. Brewbaker
CLAUDIA A. BREWBAKER, NOTARY PUBLIC
Carlisle Boro. Cumberland County
My Commission Expires April 4, 2009

SHERIFF'S RETURN - REGULAR

CASE NO: 2007-00388 T

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF CUMBERLAND

HSBC MORTGAGE SERVICES INC

VS

IRIZZARY ALBERTO ET AL

RICHARD SMITH, Sheriff or Deputy Sheriff of
Cumberland County, Pennsylvania, who being duly sworn according to law,
says, the within NOTICE was served upon

IRIZARRY ALBERTO the
DEFENDANT, at 0010:48 HOURS, on the 4th day of June, 2007
at 321.4TH ST A

NEW CUMBERLAND, PA 17070 by handing to

ALBERTO IRIZARRY

a true and attested copy of NOTICE together with
COMPLAINT IN MORTGAGE FORECLOSURE

and at the same time directing His attention to the contents thereof.

Sheriff's Costs:

Docketing	18.00
Service	16.32
Affidavit	2.50
POSTAGE	.41
	.00
	<u>37.23</u>

So Answers:

R. Thomas Kline

06/05/2007
UDREN LAW OFFICES

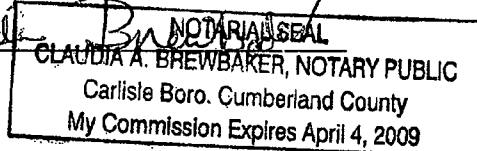
Sworn and Subscribed to

before me this 11th day

of June, 2007 A.D.

By:

Deputy Sheriff



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

ATTORNEY FOR PLAINTIFF

HSBC Mortgage Services, Inc.
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

Alberto Irizarry
Stefanie R. Irizarry
Defendant(s)

NO. 07-804-CD

TO: Alberto Irizarry
321 4th Street A.
New Cumberland, PA 17070

DATE of Notice: June 26, 2007

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

NOTIFICACION IMPORTANTE

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

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

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

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

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

ATTORNEY FOR PLAINTIFF

HSBC Mortgage Services, Inc.
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

Alberto Irizarry
Stefanie R. Irizarry
Defendant(s)

NO. 07-804-CD

TO: Stefanie R. Irizarry
321 4th Street A.
New Cumberland, PA 17070

DATE of Notice: June 26, 2007

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

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

ATTORNEY FOR PLAINTIFF

HSBC Mortgage Services, Inc.
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

Alberto Irizarry
Stefanie R. Irizarry
Defendant(s)

MORTGAGE FORECLOSURE

NO. 07-804-CD

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF NEW JERSEY

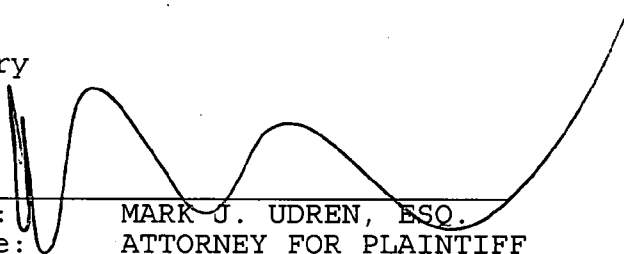
:
:
SS
:

COUNTY OF CAMDEN

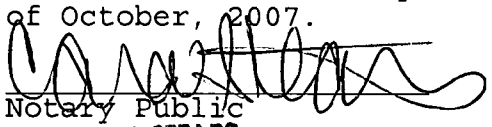
THE UNDERSIGNED being duly sworn, deposes and says that the averments herein are based upon investigations made and records maintained by us either as Plaintiff or as servicing agent of the Plaintiff herein and that the above Defendant(s) are not in the Military or Naval Service of the United States of America or its Allies as defined in the Servicemembers' Civil Relief Act (108 P.L. 189; 117 Stat. 2835; 2003 Enacted H.R. 100), and that the age and last known residence and employment of each Defendant are as follows:

Defendant: Alberto Irizarry
Age: Over 18
Residence: As captioned above
Employment: Unknown

Defendant: Stefanie R. Irizarry
Age: Over 18
Residence: As captioned above
Employment: Unknown

Name:  MARK J. UDREN, ESQ.
Title: ATTORNEY FOR PLAINTIFF
Company: UDREN LAW OFFICES, P.C.

Sworn to and subscribed
before me this 19th day
of October, 2007.


Notary Public

CARA STEARS
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 4/16/2008

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

ATTORNEY FOR PLAINTIFF

HSBC Mortgage Services, Inc.
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

Alberto Irizarry
Stefanie R. Irizarry
Defendant(s)

NO. 07-804-CD

TO: Alberto Irizarry
321 4th Street A.
New Cumberland, PA 17070

NOTICE

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

Prothonotary

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

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-669-5400

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

ATTORNEY FOR PLAINTIFF

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

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County
MORTGAGE FORECLOSURE

v.

Alberto Irizarry
Stefanie R. Irizarry
321 4th Street A.
New Cumberland, PA 17070
Defendant(s)

NO. 07-804-CD

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

TO THE PROTHONOTARY:

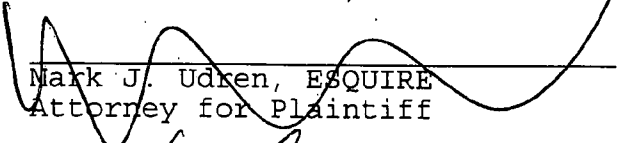
Kindly enter judgment in favor of the Plaintiff and against the Defendant(s) **Alberto Irizarry and Stefanie R. Irizarry** for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$79,482.00
Interest Per Complaint	3,600.00
From 2/22/07 to 10/19/07	
Late charges per Complaint	<u>202.96</u>
From 2/22/07 to 10/19/07	

TOTAL \$83,284.96

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

UDREN LAW OFFICES, P.C.


Mark J. Udren, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: OCT. 23, 2007


PRO PROTHY

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

ATTORNEY FOR PLAINTIFF

HSBC Mortgage Services, Inc.
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

Alberto Irizarry
Stefanie R. Irizarry
Defendant(s)

NO. 07-804-CD

TO: Stefanie R. Irizarry
321 4th Street A.
New Cumberland, PA 17070

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- ☒ Judgment by Default
- ☐ Money Judgment
- ☐ Judgment in Replevin
- ☐ Judgment for Possession
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- ☐ Judgment on Court Findings

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At this telephone number: 856-669-5400

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CHERRY HILL, NJ 08003-3620
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ATTORNEY FOR PLAINTIFF

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

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

v.

Alberto Irizarry
Stefanie R. Irizarry
321 4th Street A.
New Cumberland, PA 17070
Defendant(s)

NO. 07-804-CD

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

TO THE PROTHONOTARY:

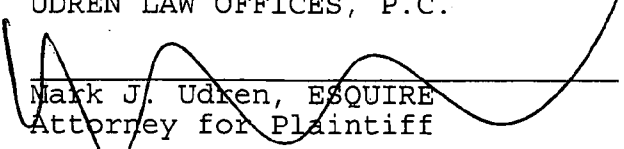
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From 2/22/07 to 10/19/07	
Late charges per Complaint	<u>202.96</u>
From 2/22/07 to 10/19/07	

TOTAL \$83,284.96

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

UDREN LAW OFFICES, P.C.


Mark J. Udren, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: OCT. 23, 2007


PRO PROTHY

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

HSBC Mortgage Services, Inc.
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 07-804-CD.

Alberto Irizarry
Stefanie R. Irizarry
Defendant(s)

FILED

OCT 23 2007

W/11:55/1
William A. Shaw
Prothonotary/Clerk of Courts
2 cmt to SWEET
w/6 UNRS.
COPY TO ATTY

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Please issue Writ of Execution in the above matter:

Amount due \$83,284.96

Interest From 10/20/07

to Date of Sale _____

Ongoing Per Diem of \$15.00

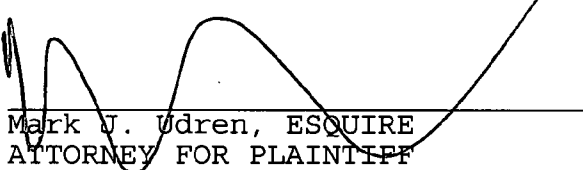
to actual date of sale including if sale is
held at a later date

(Costs to be added)

\$ _____

Prothonotary costs \$125.00

UDREN LAW OFFICES, P.C.


Mark J. Udren, ESQUIRE
ATTORNEY FOR PLAINTIFF

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

ATTORNEY FOR PLAINTIFF

HSBC Mortgage Services, Inc.
Plaintiff

v.

Alberto Irizarry
Stefanie R. Irizarry
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 07-804-CD

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

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

property: 101 Robinson Street
Dubois, PA 15801
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$83,284.96

Interest From 10/20/07

to Date of Sale _____

Ongoing Per Diem of \$15.00

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

(Costs to be added)

\$ _____

Prothonotary costs \$125--

By



Prothonotary

Clerk

Date Oct. 23, 2007

COURT OF COMMON PLEAS
NO. 07-804-CD

=====

HSBC Mortgage Services, Inc.
vs.
Alberto Irizarry
Stefanie R. Irizarry

=====

=====

WRIT OF EXECUTION

=====

REAL DEBT \$ 83,284.96

INTEREST \$ _____

from 10/20/07

to Date of Sale _____

Ongoing Per Diem of \$15.00

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

COSTS PAID:

PROTHY \$ _____

SHERIFF \$ _____

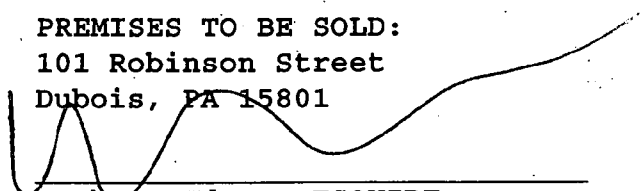
STATUTORY \$ _____

COSTS DUE PROTHY. \$ _____

PREMISES TO BE SOLD:

101 Robinson Street

Dubois, PA 15801



Mark J. Udren, ESQUIRE

UDREN LAW OFFICES, P.C.

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

(856) 669-5400

pleadings@udren.com

Legal Description

ALL THAT CERTAIN LOT OR PIECE OF LAND SITUATE IN THE CITY OF DUBOIS, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BEING A PART OF WARRANT 5861 AND KNOWN AND DESCRIBED IN THE PLAN OF ALFRED BELL'S ADDITION TO DUBOIS BOROUGH, NOW CITY, AS LOT NUMBER 98, AND BEING ALSO KNOWN AS NO. 101 ROBINSON STREET; SAID LOT BEING 50 FEET WIDE ON ROBINSON STREET; 150 FEET DEEP BY LINE OF HOWARD AVENUE AND 50 FEET WIDE AT THE REAR; AND HAVING THEREON ERECTED A FRAME DWELLING.

SUBJECT TO ALL EXCEPTIONS, RESERVATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RIGHTS-OF-WAY AS FULLY AS THE SAME ARE CONTAINED IN ALL PRIOR DEEDS, INSTRUMENTS OR WRITINGS OR IN ANY OTHER MANNER TOUCHING OR AFFECTING THE PREMISES HEREBY CONVEYED.

BEING KNOWN AS: 101 ROBINSON STREET
 DUBOIS, PA 15801

PROPERTY ID NO.: 7.1-20-6484

TITLE TO SAID PREMISES IS VESTED IN ALBERTO IRIZARRY AND STEFANIE R. IRIZARRY, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETIES BY DEED FROM GERALD R. BURTON, SINGLE DATED 8/9/05 RECORDED 8/15/05 IN DEED INSTRUMENT NO. 200512806.

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

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

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

NO. 07-804-CD

Alberto Irizarry
Stefanie R. Irizarry
321 4th Street A.
New Cumberland, PA 17070
Defendant(s)

PRAECIPE TO FILE PROOF OF SERVICE

FILED

DEC 17 2007

m/2:20/2007
William A. Shaw
Prothonotary/Clerk of Courts
NO C/L (GW)

TO THE PROTHONOTARY:

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

Date: December 13, 2007

UDREN LAW OFFICES, P.C.

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

HSBC Mortgage Services, Inc., et. al., Plaintiff(s)
vs.
Alberto Irizarry, et. al., Defendant(s)



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

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

APS File #: 086401-0001

AFFIDAVIT OF SERVICE – Individual

Service of Process on:

—Stephanie R. Irizarry
Court Case No. 07-804-CD

UDREN LAW OFFICES

Ms. Amber Sandor

111 Woodcrest Rd, Ste 200

Cherry Hill, NJ 08003-3620

State of: Pennsylvania ss.

County of: Cumberland

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

Date/Time of Service: that on the 27th day of November, 20 07, at 1:45 o'clock PM

Place of Service: at 321 4th Street, A, in New Cumberland, PA 17070

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

Service of Process on: A true and correct copy of the aforesaid document(s) was served on:
Stephanie R. Irizarry

Person Served, and
Method of Service:

☒ By personally delivering them into the hands of the person to be served.
☐ By delivering them into the hands of _____, a person of suitable age, who verified, or who upon questioning stated, that he/she resides with Stephanie R. Irizarry at the place of service, and whose relationship to the person is: _____

Description of Person
Receiving Documents:

The person receiving documents is described as follows:

Sex F; Skin Color White; Hair Color Black; Facial Hair N/A
Approx. Age 30; Approx. Height 5'8"; Approx. Weight 165

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

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

Subscribed and sworn to before me this
4 day of December, 20 07

Signature of Server

Notary Public

(Commission Expires)

APS International, Ltd.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Donella L. Trimble, Notary Public

Carmichael, Cumberland County

My Commission Expires Sept. 11, 2010

Member, Pennsylvania Association of Notaries

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

FILED
m/11/12/07
DEC 26 2007

William A. Shaw
Prothonotary/Clerk of Courts

HSBC Mortgage Services, Inc.
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

Alberto Irizarry
Stefanie R. Irizarry
Defendant(s)

NO. 07-804-CD

MOTION FOR SPECIAL SERVICE PURSUANT
TO SPECIAL ORDER OF COURT

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

1. Process was unable to be served at the then last known address of said Defendant(s) at 321 4th Street A., New Cumberland, PA 17070. A copy of the Return of Service is attached hereto as Exhibit A.

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

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

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

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

UDREN LAW OFFICES, P.C.

BY: Chandra M. Arkema

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
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HSBC Mortgage Services, Inc.
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

Alberto Irizarry
Stefanie R. Irizarry
Defendant(s)

NO. 07-804-CD

MEMORANDUM OF LAW

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

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

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

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

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

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

UDREN LAW OFFICES, P.C.

BY: Carlena

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

HSBC Mortgage Services, Inc., et. al., Plaintiff(s)
vs.
Alberto Irizarry, et. al., Defendant(s)



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

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

APS File #: 086401-0001

AFFIDAVIT OF DUE AND DILIGENT ATTEMPT

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

Service of Process on:

—Alberto Irizarry
Court Case No. 07-804-CD

Customer File: 07020398

State of: Pennsylvania ss.

County of: Cumberland

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

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

Service of Process on: The undersigned attempted to serve the documents on
Alberto Irizarry

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

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

Dates/Time/Address Attempted: 321 4th Street, A, New Cumberland, PA 17070 11/27/07 1:45 PM

Reason for Non-Service: Defendant no longer resides at address

Dates/Time/Address Attempted: provided per ex-wife

Reason for Non-Service: _____

Dates/Time/Address Attempted: _____

Reason for Non-Service: _____

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

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

Subscribed and sworn to before me this
4 day of December, 2007

[Signature]
Signature of Server

[Signature]
Notary Public

(Commission Expires) 11/2010

APS International, Ltd.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Donella L. Trimble, Notary Public
Carlisle Boro. Cumberland County
My Commission Expires Sept. 11, 2010
Member, Pennsylvania Association of Notaries

EXHIBIT A

PLAYERS NATIONAL LOCATOR

AFFIDAVIT OF GOOD FAITH INVESTIGATION

Loan Number: **07020398**

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

Case Number:

Subject: **Alberto Irizarry**

A.K.A.: **None**

Property Address: **101 Robinson Street
Dubois, PA 15801**

Last Known Address: **321 4th Street #A
New Cumberland, PA 17070**

Last Known Number: () -

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

1. I am employed in the capacity of Location Specialist for Players National Locator.
2. On 12/14/2007, I conducted an investigation into the whereabouts of the above named defendant(s). The results of my investigation are as follows:

CREDIT INFORMATION -

- A. SOCIAL SECURITY NUMBER(S): **154-82-2888**
- B. EMPLOYMENT SEARCH:
We were unable to verify current employment for Alberto Irizarry.
- C. INQUIRY OF CREDITORS:
Creditors indicated the last reported address for Alberto Irizarry is 321 4th Street #A, New Cumberland, PA 17070 with no valid home number.

INQUIRY OF TELEPHONE COMPANY -

- A. DIRECTORY ASSISTANCE SEARCH:
Directory assistance had no listing for Alberto Irizarry. We called (717) 914-1351 and spoke with a relative who stated Alberto Irizarry is living at 321 4th Street #A, New Cumberland, PA 17070.

INQUIRY OF NEIGHBORS - **N/A**

INQUIRY OF POST OFFICE -

- A. NATIONAL ADDRESS UPDATE:
As of December 13, 2007 the National Change of Address (NCOA) has no change for Alberto Irizarry from 321 4th Street #A, New Cumberland, PA 17070.

MOTOR VEHICLE REGISTRATION -

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

OTHER INQUIRIES -

- A. DEATH RECORDS:
As of December 13, 2007 the Social Security Administration has no death record on file for Alberto Irizarry and/or A.K.A's under the social security number provided.

EXHIBIT B

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

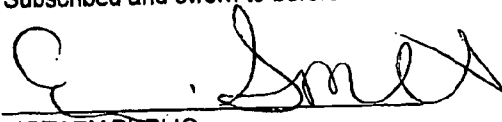
C. COUNTY VOTER REGISTRATION:
We were unable to confirm a listing with the County Voters Registration Office.

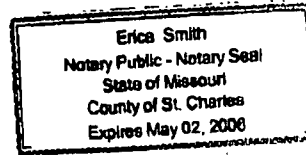
ADDITIONAL INFORMATION ON SUBJECT -

A. DATE OF BIRTH:
January 1982


AFFIANT Melissa Brower

Subscribed and sworn to before me on 12/14/2007


NOTARY PUBLIC



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

VERIFICATION

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

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

Date: December 20, 2007

UDREN LAW OFFICES, P.C.

BY: C. Arkema

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

HSBC Mortgage Services, Inc.
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

Alberto Irizarry
Stefanie R. Irizarry
Defendant(s)

NO. 07-804-CD

CERTIFICATE OF SERVICE

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

_____ x _____ Regular First Class Mail
_____ Certified Mail
_____ Other

Date Served: December 20, 2007

TO: Alberto Irizarry
321 4th Street A.
New Cumberland, PA 17070
and
101 Robinson Street
Dubois, PA 15801

UDREN LAW OFFICES, P.C.

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

CM

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

HSBC Mortgage Services, Inc.
Plaintiff

v.

Alberto Irizarry
Stefanie R. Irizarry
Defendant(s)

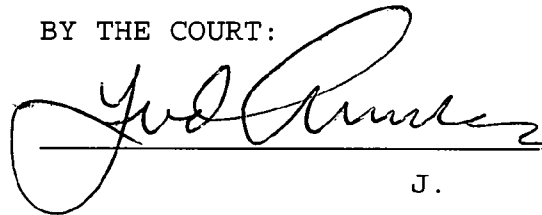
COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 07-804-CD

O R D E R

AND NOW, this 31ST day of December, 2007, upon consideration of Plaintiff's Motion and the Affidavit of Good Faith investigation attached hereto, it is hereby ORDERED that service of the Notice of Sheriff's Sale and all subsequent pleadings on Defendant(s), Alberto Irizarry, shall be complete when Plaintiff or its counsel or agent has mailed true and correct copies of the Notice of Sheriff's Sale and all subsequent pleadings by certified mail and regular mail to the last known address of Defendant(s), Alberto Irizarry at 321 4th Street A., New Cumberland, PA 17070 and by posting the mortgaged premises located at 101 Robinson Street, Dubois, PA 15801.

BY THE COURT:



J.

FILED ICC AHY
01:55 am
JAN 02 2008
Arkema
(GK)

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 1-2-2008

☒ You are responsible for serving all appropriate parties.

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

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

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

FILED

JAN 02 2008

William A. Shaw
Prothonotary/Clerk of Courts

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

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

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

Alberto Irizarry
Stefanie R. Irizarry
321 4th Street A.
New Cumberland, PA 17070

NO. 07-804-CD

Defendant(s)

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

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

DATE MAILED: 1/8/08

Alberto Irizarry
321 4th Street A.
New Cumberland, PA 17070

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

Dated: 1/21/08

UDREN LAW OFFICES, P.C.

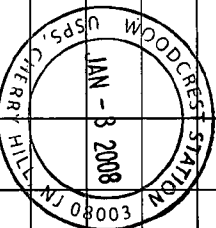
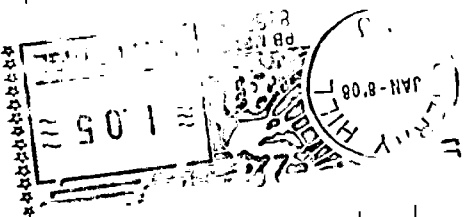
BY: Chandra Arkema
Attorneys for Plaintiff
MARK J. UDREN, ESQUIRE
STUART WINNEG, ESQUIRE
LORRAINE DOYLE, ESQUIRE
ALAN M. MINATO, ESQUIRE
CHANDRA M. ARKEMA, ESQUIRE

FILED ^{NO CC}

JAN 31 2008

William A. Shaw
Prothonotary/Clerk of Courts

Name and Address of Sender		UDREN LAW OFFICES, P.C. 111 WOODCREST ROAD, SUITE 200 CHERRY HILL, NJ 08003		<input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Certified		<input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Int'l Recorded Del. <input type="checkbox"/> Express Mail		Check appropriate block for Registered Mail: <input type="checkbox"/> With Postal Insurance <input type="checkbox"/> Without postal insurance		Affix stamp here if issued as certificate of mailing or for additional copies of this bill.		
ATTN: Amber Sandor										Postmark and Date of Receipt		
Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (If Regs.)	Insured Value	Due Sender If COD	R.R. Fee	S.D. Fee	S.H. Fee	Rst. Del. Fee
1		Alberto Irizarry 321 4 th Street A. New Cumberland, PA 17070										
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
Total number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)		The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R800, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels.							
1		1	qir									



PS Form 3877, February 1994

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

Alberto Irizarry
Stefanie R. Irizarry ; #07020398 (Clearfield)

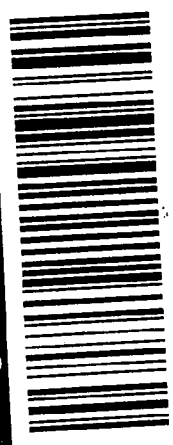
BR

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

TO: Alberto Irizarry
321 4th Street A.
New Cumberland, PA 17070

NOTICE OF SHERIFF'S SALE OF

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



6966 9810 1000 054E 9002
6966 9810 1000 054E 9002

CHERRY HILL
NJ
JAN - 08
5.21
U.S. POSTAGE

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

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

Sent To: Alberto Irizarry
Street, Apt. No.: 321 4th Street A.
or PO Box No. New Cumberland, PA 17070
City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

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

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

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

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

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

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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Alberto Irizarry
321 4th Street A.
New Cumberland, PA 17070

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) ☐ Date of Delivery

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

3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☒ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(Transfer from service label)

7006 3450 0001 0186 9969

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

HSBC Mortgage Services, Inc.
Plaintiff

v.

Alberto Irizarry
Stefanie R. Irizarry
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 07-804-CD

O R D E R

AND NOW, this 31st day of December, 2007, upon consideration of Plaintiff's Motion and the Affidavit of Good Faith investigation attached hereto, it is hereby ORDERED that service of the Notice of Sheriff's Sale and all subsequent pleadings on Defendant(s), Alberto Irizarry, shall be complete when Plaintiff or its counsel or agent has mailed true and correct copies of the Notice of Sheriff's Sale and all subsequent pleadings by certified mail and regular mail to the last known address of Defendant(s), Alberto Irizarry at 321 4th Street A., New Cumberland, PA 17070 and by posting the mortgaged premises located at 101 Robinson Street, Dubois, PA 15801.

BY THE COURT:

/s/ Fredric J Ammerman

J.

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

JAN 02 2008

Attest.

William A. Brown
Prothonotary/
Clerk of Courts

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

ATTORNEY FOR PLAINTIFF

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

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

NO. 07-804-CD

Alberto Irizarry
Stefanie R. Irizarry
321 4th Street A.
New Cumberland, PA 17070
Defendant(s)

PRAECIPE TO FILE PROOF OF SERVICE

TO THE PROTHONOTARY:

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

Date: January 18, 2008

UDREN LAW OFFICES, P.C.

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

FILED ^{NO} cc

JAN 31 2008

William A. Shaw
Prothonotary/Clerk of Courts

HSBC Mortgage Services, Inc., et. al., Plaintiff(s)
vs.
Alberto Irizarry, et. al., Defendant(s)



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

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

APS File #: 087167-0001

AFFIDAVIT OF SERVICE – Individual

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

Service of Process on:

–Alberto Irizarry, by posting
Court Case No. 07-804-CD

State of: 206 38 2462 ss. Pa.

County of: CLARION

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

Date/Time of Service: that on the 16 day of JAN, 20 08, at 6:42 o'clock PM

Place of Service: at 101 Robinson Street, in Dubois, PA 15801

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

Service of Process on: A true and correct copy of the aforesaid document(s) was served on:
Alberto Irizarry, by posting Taped To FRONT DOOR OF THE HOUSE

Person Served, and
Method of Service:

- ☐ By personally delivering them into the hands of the person to be served.
- ☐ By delivering them into the hands of _____, a person
of suitable age, who verified, or who upon questioning stated, that he/she resides with
Alberto Irizarry, by posting POSTED ON FRONT DOOR
at the place of service, and whose relationship to the person is: _____

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

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

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

Subscribed and sworn to before me this
_____ day of _____, 20 _____

Signature of Server

APS International, Ltd.

Notary Public

(Commission Expires)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

HSBC Mortgage Services, Inc.
Plaintiff

v.

Alberto Irizarry
Stefanie R. Irizarry
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 07-804-CD

O R D E R

AND NOW, this 31st day of December, 2007, upon consideration of Plaintiff's Motion and the Affidavit of Good Faith investigation attached hereto, it is hereby ORDERED that service of the Notice of Sheriff's Sale and all subsequent pleadings on Defendant(s), Alberto Irizarry, shall be complete when Plaintiff or its counsel or agent has mailed true and correct copies of the Notice of Sheriff's Sale and all subsequent pleadings by certified mail and regular mail to the last known address of Defendant(s), Alberto Irizarry at 321 4th Street A., New Cumberland, PA 17070 and by posting the mortgaged premises located at 101 Robinson Street, Dubois, PA 15801.

BY THE COURT:

/s/ Fredric J Ammerman

J.

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

JAN 02 2008

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

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

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

Alberto Irizarry
Stefanie R. Irizarry
321 4th Street A.
New Cumberland, PA 17070
Defendant(s)

NO. 07-804-CD

FILED No CC
m/11:09:37
FEB 04 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

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

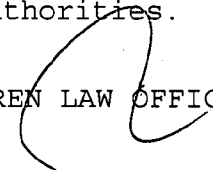
1. A copy of the Notice of Sheriff's Sale, a true and correct copy of which is attached hereto as Exhibit "A", was sent to every recorded lienholder and every other interested party known as of the date of the filing of the Praecipe for the Writ of Execution, on the date(s) appearing on the attached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

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

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

Dated: January 28, 2008

UDREN LAW OFFICES, P.C.

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

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

HSBC Mortgage Services, Inc.
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

Alberto Irizarry
Stefanie R. Irizarry
Defendant(s)

NO. 07-804-CD

AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1

HSBC Mortgage Services, Inc. , Plaintiff in the above action, by its attorney, Mark J. Udren, ESQ., sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: 101 Robinson Street, Dubois, PA 15801

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

Name

Address

Alberto Irizarry

321 4th Street A.
New Cumberland, PA 17070

101 Robinson Street
Dubois, PA 15801

Stefanie R. Irizarry

321 4th Street A.
New Cumberland, PA 17070

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

Name

Address

SAME AS #1 ABOVE

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

Name

Address

None

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

Name

Address

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

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

Name

Address

None

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

Name

Address

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

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

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

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

Name

Address

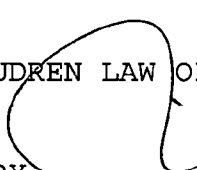
Tenants/Occupants 101 Robinson Street
Dubois, PA 15801

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

UDREN LAW OFFICES, P.C.

DATED: January 28, 2008

BY:


Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

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

ATTORNEY FOR PLAINTIFF

HSBC Mortgage Services, Inc.
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.
Alberto Irizarry
Stefanie R. Irizarry
Defendant(s)

NO. 07-804-CD

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

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

**OWNER(S): Alberto Irizarry
Stefanie R. Irizarry**

**PROPERTY: 101 Robinson Street
Dubois, PA 15801**


Improvements: RESIDENTIAL DWELLING

The above captioned property is scheduled to be sold at the **Clearfield** County Sheriff's Sale on **February 1, 2008**, at 10:00 A.M., in the Clearfield County Courthouse, 1 North Second Street, Suite 116, Clearfield, PA 16830. Our records indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

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

postponed to 3/7/08

EXHIBIT A

Name and Address of Sender		UDREN LAW OFFICES, P.C. 111 WOODCREST ROAD, SUITE 200 CHERRY HILL, NJ 08003 ATTN: Amber Sandor		<input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Certified		<input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Int'l Recorded Del. <input type="checkbox"/> Express Mail		Check appropriate block for Registered Mail: <input type="checkbox"/> With Postal Insurance <input type="checkbox"/> Without postal Insurance		Affix stamp here if issued as certificate of mailing or for additional copies of this bill. Postmark and Date of Receipt				
Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If COD	R.R. Fee	S.D. Fee	S.H. Fee	Rst. Del. Fee	Remarks	
1		COMMONWEALTH OF PA, DEPT. OF REVENUE, BUREAU OF COMPLIANCE PO Box 281230, Department of Revenue Harrisburg, PA 17128-1230												
2		TENANTS/OCCUPANTS 101 Robinson Street Dubois, PA 15801												
3		HSBC MORTGAGE SERVICE, INC. 577 Lamont Road Elmhurst, IL 60126												
4		REAL ESTATE TAX DEPT. 1 North Second Street, Suite 116 Clearfield, PA 16830												
5		DOMESTIC RELATIONS SECTION 1 North Second Street, Suite 116 Clearfield, PA 16830												
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														
Total number of Pieces Listed by Sender		5		Total Number of Pieces Received at Post Office		5		Postmaster, Per (Name of Receiving Employee)		 The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and forth class parcels.				

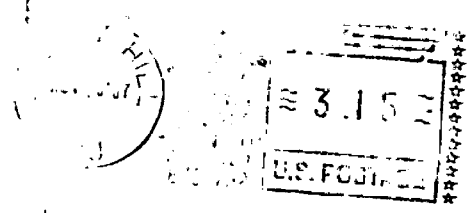


EXHIBIT A

PS Form 3877, February 1994 Form Must be Completed by Typewriter, Ink or Ball Point Pen

Alberto Irizarry & Stefanie R. Irizarry ; #07020398 (Clearfield) 2/1/2008

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

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

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

Alberto Irizarry
Stefanie R. Irizarry
321 4th Street A.
New Cumberland, PA 17070

NO. 07-804-CD

Defendant(s)

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

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

DATE MAILED: 1/8/08

Alberto Irizarry
321 4th Street A.
New Cumberland, PA 17070

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

Dated: 1/21/08

UDREN LAW OFFICES, P.C.

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

EXHIBIT B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

HSBC Mortgage Services, Inc.
Plaintiff

v.

Alberto Irizarry
Stefanie R. Irizarry
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 07-804-CD

O R D E R

AND NOW, this 31st day of December, 2007, upon consideration of Plaintiff's Motion and the Affidavit of Good Faith investigation attached hereto, it is hereby ORDERED that service of the Notice of Sheriff's Sale and all subsequent pleadings on Defendant(s), Alberto Irizarry, shall be complete when Plaintiff or its counsel or agent has mailed true and correct copies of the Notice of Sheriff's Sale and all subsequent pleadings by certified mail and regular mail to the last known address of Defendant(s), Alberto Irizarry at 321 4th Street A., New Cumberland, PA 17070 and by posting the mortgaged premises located at 101 Robinson Street, Dubois, PA 15801.

BY THE COURT:

/s/ Fredric J Ammerman

J.

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

JAN 02 2008

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

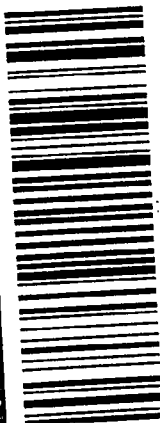
EXHIBIT B

8

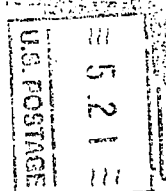
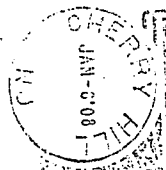
UDREN LAW OFFICES, P.C.
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD
CHERRY HILL, NJ 08003

TO: Alberto Irizarry
321 4th Street A.
New Cumberland, PA 17070

NOTICE OF SHERIFF'S SALE OF



6966 9810 1000 054E 9002
6966 9810 1000 054E 9002



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

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

OFFICIAL USE

Postage	\$ 4.15	Postmark Here
Certified Fee	2.65	
Return Receipt Fee (Endorsement Required)	2.15	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 5.21	

Sent To: Alberto Irizarry
Street, Apt. No., or PO Box No. 321 4th Street A
City, State, Zip+4 New Cumberland, PA 17070

PS Form 3800, August 2005 See Reverse for Instructions

EXHIBIT B

Field Mail Provides:

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

Important Reminders:
Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail.
Certified Mail is not available for any class of international mail.
INSURANCE COVERAGE IS PROVIDED with Certified Mail. For mailpieces, please consider Insured or Registered Mail.
To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the duplicate return receipt, a USPS® postmark on your Certified Mail receipt, an additional fee, a Return Receipt may be requested to provide proof of delivery. To receive a fee waiver to Endorse mailpiece "Return Receipt Requested". To receive a fee waiver to update return receipt, a USPS® postmark on your Certified Mail receipt, an additional fee, delivery may be restricted to the addressee or the addressee's authorized agent. Advise the clerk or mark the mailpiece with the postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

ATTENT: Save this receipt and present it when making an inquiry.
m 3800, August 2006 (Reverse) PSN 7530-02-000-9047

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Alberto Irizary
321 4th Street A.
New Cumberland, PA 17070

COMPLETE THIS SECTION ON DELIVERYA. Signature ☒ AgentB. Received by (Printed Name) ☐ Addressee

C. Date of Delivery

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

3. Service Type

☒ Certified Mail☐ Registered☐ Insured Mail☐ Express Mail☒ Return Receipt for Merchandise☐ C.O.D.4. Restricted Delivery? (Extra Fee) ☐ Yes☐ No

2. Article Number (Transfer from service label)

7006 3450 0001 0186 9969

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

Name and Address Of Sender		Name of Addressee, Street, and Post Office Address		<input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Certified		<input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Int'l Recorded Del. <input type="checkbox"/> Express Mail		Check appropriate block for Registered Mail: <input type="checkbox"/> With Postal Insurance <input type="checkbox"/> Without postal Insurance		Affix stamp here if issued as certificate of mailing or for additional copies of this bill. Postmark and Date of Receipt				
Line	Article Number			Postage	Fee	Handling Charge	Act. Value (if Regis.)	Insured Value	Due Sender If COD	R.R. Fee	S.D. Fee	S.H. Fee	Rst. Del. Fee	Remarks
1		Alberto Irizarry 321 4 th Street A. New Cumberland, PA 17070												
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														
Total number of Pieces Listed by Sender		1		Total Number of Pieces Received at Post Office		1		Postmaster, Per (Name of Receiving Employee)		The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and forth class parcels.				

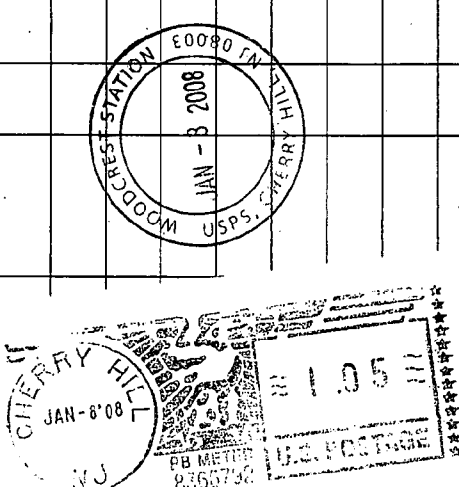


EXHIBIT B

PS Form 3877, February 1994

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

Alberto Irizarry
Stefanie R. Irizarry : #07020398 (Clearfield)

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

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

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

NO. 07-804-CD

Alberto Irizarry
Stefanie R. Irizarry
321 4th Street A.
New Cumberland, PA 17070
Defendant(s)

PRAECIPE TO FILE PROOF OF SERVICE

TO THE PROTHONOTARY:

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

Date: January 18, 2008

UDREN LAW OFFICES, P.C.

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

EXHIBIT B

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

vs.

Alberto Irizarry, et. al., Defendant(s)



Service of Process by

APS International, Ltd.

1-800-328-7171

APS International Plaza

7800 Glenroy Rd.

Minneapolis, MN 55439-3122

APS File #: 087167-0001

AFFIDAVIT OF SERVICE -- Individual

Service of Process on:

--Alberto Irizarry, by posting
Court Case No. 07-804-CD

UDREN LAW OFFICES

Ms. Amber Sandor

111 Woodcrest Rd, Ste 200

Cherry Hill, NJ 08003-3620

State of: 206 38 2462) ss. PA.

County of: CLARION

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

Date/Time of Service: that on the 16 day of JAN, 20 08, at 6:47 o'clock PM

Place of Service: at 101 Robinson Street, in Dubois, PA 15801

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

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

Person Served, and Method of Service: Alberto Irizarry, by posting Taped To FRONT DOOR OF THE HOUSE

☐ By personally delivering them into the hands of the person to be served.

☐ By delivering them into the hands of _____, a person of suitable age, who verified, or who upon questioning stated, that he/she resides with Alberto Irizarry, by posting POSTED ON FRONT DOOR at the place of service, and whose relationship to the person is: _____

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

Sex —; Skin Color —; Hair Color —; Facial Hair —
Approx. Age —; Approx. Height —; Approx. Weight —

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

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

James Collins
Signature of Server

APS International, Ltd.

Subscribed and sworn to before me this

22nd day of January, 20 08
Dolores M. Schmacher
Notary Public (Commission Expires)

NOTARIAL SEAL
DOLORES M. SCHMACHER, Notary Public
Knox Township, Clarion County
My Commission Expires November 10, 2011

EXHIBIT B

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

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

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

NO. 07-804-CD

Alberto Irizarry
Stefanie R. Irizarry
321 4th Street A.
New Cumberland, PA 17070
Defendant(s)


PRAECIPE TO FILE PROOF OF SERVICE

TO THE PROTHONOTARY:

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

Date: December 13, 2007

UDREN LAW OFFICES, P.C.

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

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

vs.

Alberto Irizarry, et. al., Defendant(s)



Service of Process by

APS International, Ltd.

1-800-328-7171

APS International Plaza

7800 Glenroy Rd.

Minneapolis, MN 55439-3122

APS File #: 086401-0001

AFFIDAVIT OF SERVICE – Individual

Service of Process on:

UDREN LAW OFFICES

Ms. Amber Sandor

111 Woodcrest Rd, Ste 200

Cherry Hill, NJ 08003-3620

--Stephanie R. Irizarry
Court Case No. 07-804-CD

State of: Pennsylvania ss.

County of: Cumberland

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

Date/Time of Service: that on the 27th day of November, 20 07, at 1:45 o'clock. PM

Place of Service: at 321 4th Street, A, in New Cumberland, PA 17070

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

Service of Process on: A true and correct copy of the aforesaid document(s) was served on:
Stephanie R. Irizarry

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

Description of Person Receiving Documents: The person receiving documents is described as follows:
Sex F; Skin Color White; Hair Color Black; Facial Hair N/A
Approx. Age 30; Approx. Height 5'8"; Approx. Weight 165
☒ To the best of my knowledge and belief, said person was not engaged in the US Military at the time of service.

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

Subscribed and sworn to before me this
4 day of December, 20 07

Signature of Server

Notary Public

(Commission Expires)

APS International, Ltd.

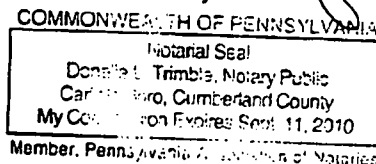


EXHIBIT B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20682
NO: 07-804-CD

PLAINTIFF: HSBC MORTGAGE SERVICES, INC.
vs.
DEFENDANT: ALBERTO IRIZARRY AND STEFANIE R. IRIZARRY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 10/23/2007

LEVY TAKEN 12/6/2007 @ 2:50 PM

POSTED 12/6/2007 @ 2:50 PM

SALE HELD 3/7/2008

SOLD TO HSBC MORTGAGE SERVICES, INC.

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 4/10/2008

DATE DEED FILED 4/10/2008

PROPERTY ADDRESS 101 ROBINSON STREET DUBOIS , PA 15801

FILED
07/10/39/81
APR 10 2008
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

12/17/2007 @ SERVED ALBERTO IRIZARRY

SERVED ALBERTO IRIZARRY, DEFENDANT BY REG. AND CERT. MAIL TO 321 4TH STREET A, NEW CUMBERLAND, PA CERT #70060810000145073541. SIGNED FOR BY STEFANIE R. IRIZARRY ON 12/20/07

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

12/17/2007 @ SERVED STEFANIE R. IRIZARRY

SERVED STEFANIE R. IRIZARRY, DEFENDANT BY REG AND CERT MAIL TO 321 4TH STREET A, NEW CUMBERLAND, PA CERT #70060810000145073558. SIGNED FOR BY STEFANE R. IRIZARRY.

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

@ SERVED

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20682
NO: 07-804-CD

PLAINTIFF: HSBC MORTGAGE SERVICES, INC.
vs.
DEFENDANT: ALBERTO IRIZARRY AND STEFANIE R. IRIZARRY

Execution REAL ESTATE

SHERIFF RETURN

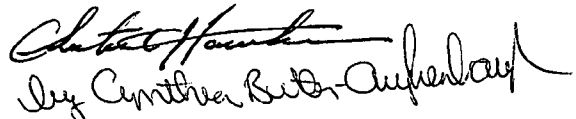
SHERIFF HAWKINS \$252.50

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

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

ATTORNEY FOR PLAINTIFF

HSBC Mortgage Services, Inc.
Plaintiff

v.

Alberto Irizarry
Stefanie R. Irizarry
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 07-804-CD

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

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

property: 101 Robinson Street
Dubois, PA 15801
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$83,284.96

Interest From 10/20/07

to Date of Sale _____

Ongoing Per Diem of \$15.00

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

(Costs to be added) \$ _____

Prothonotary costs \$125.-

By _____

Prothonotary

Clerk

Date Oct. 23, 2007

Received this writ this 23rd day
of October A.D. 2007
At 2:45 A.M./P.M.

Charles C. Irizarry
Sheriff By Cynthia Butler-Arghunian

[illegible]

VS.

=====

=====

INTEREST \$ _____

to Date of Sale _____

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

PROTHY \$_____

SHERIFF \$ _____

STATUTORY. \$ _____

COSTS DUE PROTHY. \$ _____

DuBois, PA 15801

WOODCREST CORPORATE CENTER

pleadings@udren.com

[illegible]

Legal Description

ALL THAT CERTAIN LOT OR PIECE OF LAND SITUATE IN THE CITY OF DUBOIS, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BEING A PART OF WARRANT 5861 AND KNOWN AND DESCRIBED IN THE PLAN OF ALFRED BELL'S ADDITION TO DUBOIS BOROUGH, NOW CITY, AS LOT NUMBER 98, AND BEING ALSO KNOWN AS NO. 101 ROBINSON STREET; SAID LOT BEING 50 FEET WIDE ON ROBINSON STREET; 150 FEET DEEP BY LINE OF HOWARD AVENUE AND 50 FEET WIDE AT THE REAR; AND HAVING THEREON ERECTED A FRAME DWELLING.

SUBJECT TO ALL EXCEPTIONS, RESERVATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RIGHTS-OF-WAY AS FULLY AS THE SAME ARE CONTAINED IN ALL PRIOR DEEDS, INSTRUMENTS OR WRITINGS OR IN ANY OTHER MANNER TOUCHING OR AFFECTING THE PREMISES HEREBY CONVEYED.

BEING KNOWN AS: 101 ROBINSON STREET
 DUBOIS, PA 15801

PROPERTY ID NO.: 7.1-20-6484

TITLE TO SAID PREMISES IS VESTED IN ALBERTO IRIZARRY AND STEFANIE R. IRIZARRY, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETIES BY DEED FROM GERALD R. BURTON, SINGLE DATED 8/9/05 RECORDED 8/15/05 IN DEED INSTRUMENT NO. 200512806.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME ALBERTO IRIZARRY

NO. 07-804-CD

NOW, April 09, 2008, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on March 07, 2008, I exposed the within described real estate of Alberto Irizarry And Stefanie R. Irizarry to public venue or outcry at which time and place I sold the same to HSBC MORTGAGE SERVICES, INC. he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	18.43
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	18.07
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$252.50

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$28.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	83,284.96
INTEREST @ 15.0000 %	2,085.00
FROM 10/20/2007 TO 03/07/2008	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

TOTAL DEBT AND INTEREST	\$85,409.96
--------------------------------	--------------------

COSTS:

ADVERTISING	1,418.94
TAXES - COLLECTOR	285.67
TAXES - TAX CLAIM	603.30
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	252.50
LEGAL JOURNAL COSTS	162.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

TOTAL COSTS	\$3,020.91
--------------------	-------------------

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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

ALBERTO JIRZARRY
321 4TH STREET A
NEW CUMBERLAND PA 17070

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Alberto Jirzarry ☐ Agent ☐ Addressee
- B. Received by (Printed Name) Alberto Jirzarry C. Date of Delivery 12/2/17
- D. Is delivery address different from item 1? ☒ Yes ☐ No
If YES, enter delivery address below:

3. Service Type

- ☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label)

7006 0810 0001 4507 3541

PS Form 3811, February 2004

Domestic Return Receipt

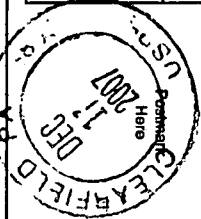
102595-02-M-1540

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

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

OFFICIAL USE

Postage	\$ 5.58
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.58



Sent To

ALBERTO JIRZARRY
321 4TH STREET A
NEW CUMBERLAND PA 17070
City, State, Zip+4

PS Form 3800, June 2002

See Reverse for Instructions

7006 0810 0001 4507 3541

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

STEFANIE R. IRIZARRY
3214th STREET A.
NEW CUMBERLAND, PA 17070

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☐ Agent ☒ Addressee
- B. Received by (Printed Name) Stefan C. Date of Delivery 12/27
- D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type

- ☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number, 11 11 11 7006 0810 0001 4507 3558
(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

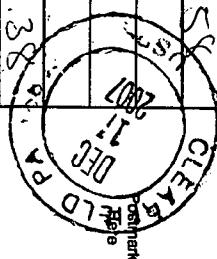
102595-02-M-1540

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

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



Sent To
Street, Apt. No.,
or PO Box No. STEFANIE R. IRIZARRY
3214th STREET A.
City, State, ZIP+4 NEW CUMBERLAND, PA 17070

PS Form 3800, June 2002

See Reverse for Instructions

7006 0810 0001 4507 3558

UDREN LAW OFFICES, P.C.
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NEW JERSEY 08003-3620
856. 669. 5400

FAX: 856. 669. 5399

PENNSYLVANIA OFFICE
215-368-9500

MARK J. UDREN*
STUART WINNEG**
LORRAINE DOYLE**
ALAN M. MINATO***
CHANDRA M. ARKEMA***
*ADMITTED NJ, PA, FL
**ADMITTED PA
***ADMITTED NJ, PA
TINA MARIE RICH
OFFICE ADMINISTRATOR

FREDDIE MAC
PENNSYLVANIA
DESIGNATED COUNSEL

PLEASE RESPOND TO NEW JERSEY OFFICE

January 11, 2008

Sent via telefax #814-765-5915

Clearfield County Sheriff's Office
1 North Second Street
Suite 116
Clearfield, PA 16830
ATTN: Cindy

Re: HSBC Mortgage Services, Inc.
vs.
Alberto Irizarry
Stefanie R. Irizarry
Clearfield County C.C.P. No. 07-804-CD
Premises: 101 Robinson Street, Dubois, PA 15801
SS Date: February 1, 2008

Dear Cindy:

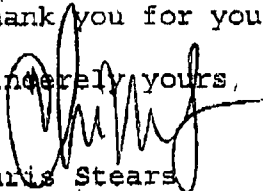
Please Postpone the Sheriff's Sale scheduled for February 1, 2008
to March 7, 2008.

Sale is Postponed for the following reason:

To allow time for service of the Notice of Sale to be completed.

Thank you for your attention to this matter.

Sincerely yours,



Chris Stears
Foreclosure Manager

/ads

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

HSBC Mortgage Services, Inc.
Plaintiff

v.

Alberto Irizarry
Stefanie R. Irizarry
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 07-804-CD

O R D E R

AND NOW, this 31st day of December, 2007, upon consideration of Plaintiff's Motion and the Affidavit of Good Faith investigation attached hereto, it is hereby ORDERED that service of the Notice of Sheriff's Sale and all subsequent pleadings on Defendant(s), Alberto Irizarry, shall be complete when Plaintiff or its counsel or agent has mailed true and correct copies of the Notice of Sheriff's Sale and all subsequent pleadings by certified mail and regular mail to the last known address of Defendant(s), Alberto Irizarry at 321 4th Street A., New Cumberland, PA 17070 and by posting the mortgaged premises located at 101 Robinson Street, Dubois, PA 15801.

BY THE COURT:

/s/ Fredric J Ammerman

J.

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

JAN 02 2008

Attest.

William A. Brown
Prothonotary/
Clerk of Courts

EXHIBIT B