

2007-987-CD
JP Morgan et al vs Tiffany Ebersole

07-987-CD
Chase Home vs Tiffany Ebersole et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t
CHASE MANHATTAN MORTGAGE
CORPORATION,

CIVIL DIVISION

NO.: 07-987-CJ

Plaintiff,

vs.

TIFFANY MARIA EBERSOLE, a/k/a
TIFFANY ANNE EBERSOLE, a/k/a
TIFFANY EBERSOLE, Administratrix of
The Estate of Karen A. Setter,

TYPE OF PLEADING:

CIVIL ACTION-COMPLAINT
IN MORTGAGE FORECLOSURE

Defendant.

FILED ON BEHALF OF PLAINTIFF:

Chase Home Finance LLC, s/b/m/t Chase
Manhattan Mortgage Corporation

TO DEFENDANT

You are hereby notified to plead to the ENCLOSED
COMPLAINT WITHIN TWENTY (20) DAYS
FROM SERVICE HEREOF



ATTORNEY FOR PLAINTIFF

COUNSEL OF RECORD FOR THIS
PARTY:

Daniel J. Birsic, Esquire
Pa. I.D. #48450

Kristine M. Anthou, Esquire
Pa. I.D. #77991

I HEREBY CERTIFY THAT THE ADDRESS
OF THE PLAINTIFF IS:
3415 Vision Drive
Columbus, OH 43219

AND THE DEFENDANT IS:
2703 Furnace Avenue
Altoona, PA 16602

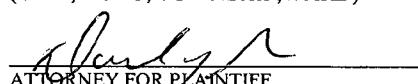


ATTORNEY FOR PLAINTIFF

GRENEN & BIRSIIC, P.C.
One Gateway Center
Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

CERTIFICATE OF LOCATION
I HEREBY CERTIFY THAT THE LOCATION OF
THE REAL ESTATE Affected BY THIS LIEN IS

124 West Scribner Avenue, City of DuBois
(CITY, BORO, TOWNSHIP, WARD)



ATTORNEY FOR PLAINTIFF

FILED pd \$85.00 AM
M/11/40pm ICC Shff
JUN 22 2007
W.A. Shaw

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t
CHASE MANHATTAN MORTGAGE
CORPORATION,

CIVIL DIVISION

NO.:

Plaintiff,

vs.

TIFFANY MARIA EBERSOLE, a/k/a
TIFFANY ANNE EBERSOLE, a/k/a
TIFFANY EBERSOLE, Administratrix of
The Estate of Karen A. Setter,

Defendant.

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claim 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.

**DAVID S. MEHOLICK, COURT ADMIN.
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PA 16830
(814) 765-2641, EXT. 5982**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t
CHASE MANHATTAN MORTGAGE
CORPORATION,

CIVIL DIVISION

NO.:

Plaintiff,

vs.

TIFFANY MARIA EBERSOLE, a/k/a
TIFFANY ANNE EBERSOLE, a/k/a
TIFFANY EBERSOLE, Administratrix of
The Estate of Karen A. Setter,

Defendant.

CIVIL ACTION COMPLAINT IN MORTGAGE FORECLOSURE

Chase Home Finance LLC, s/b/m/t Chase Manhattan Mortgage Corporation, by its attorneys, Grenen & Birsic, P.C., files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is Chase Home Finance LLC, s/b/m/t Chase Manhattan Mortgage Corporation, which has its principal place of business at 3415 Vision Drive, Columbus, Ohio 43219 and is authorized to do business in the Commonwealth of Pennsylvania.

2. The Defendant is Tiffany Maria Ebersole, a/k/a Tiffany Anne Ebersole, a/k/a Tiffany Ebersole, Adminstratrix of the Estate of Karen A. Setter, an individual whose last known address is 2703 Furnace Avenue, Altoona, Pennsylvania 16602.

3. On or about August 11, 2006, Karen A. Setter executed a Note in favor of JP Morgan Chase Bank, N.A. ("JPMC") in the original principal amount of \$42,857.00. A true and correct copy of said Note is marked Exhibit "A," attached hereto and made a part hereof.

4. On or about August 11, 2006, as security for payment of the aforesaid Note, Karen A. Setter made, executed and delivered to JPMC a Mortgage in the original principal amount of \$42,857.00 on the premises hereinafter described, said Mortgage being recorded in the

Office of the Recorder of Deeds of Clearfield County on August 22, 2006, at Instrument Number 200614097. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "B," attached hereto and made a part hereof.

5. Karen A. Setter died on December 11, 2006, and at the time of her death, Karen A. Setter was the record and real owner of the aforesaid mortgaged premises.

6. On or about February 1, 2007, Tiffany Maria Ebersole, a/k/a Tiffany Anne Ebersole, a/k/a Tiffany Ebersole was granted Letters of Administration as the Administratrix of the Estate of Karen A. Setter. A true and correct copy of said Letters of Administration are marked Exhibit "C," attached hereto and made a part hereof.

7. A default exists under the terms of the Mortgage as a result of the failure to pay the monthly installments of principal and interest when due and owing in accordance with the terms of the Note. The Note is due for the January 1, 2007 payment.

8. On or about May 3, 2007, Tiffany Maria Ebersole, a/k/a Tiffany Anne Ebersole, a/k/a Tiffany Ebersole, Adminstratrix of the Estate of Karen A. Setter was mailed a Notice of Intention to Foreclose Mortgage in compliance with Act 6 of 1974, 41 P.S. '101, et seq.

9. Plaintiff was not required to send Tiffany Maria Ebersole, a/k/a Tiffany Anne Ebersole, a/k/a Tiffany Ebersole, Adminstratrix of the Estate of Karen A. Setter written notice pursuant to 35 P.S. '1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 Act 91 of 1983) prior to the commencement of this action for the reason that the mortgaged premises is not the principal residence of Tiffany Maria Ebersole, a/k/a Tiffany Anne Ebersole, a/k/a Tiffany Ebersole, Adminstratrix of the Estate of Karen A. Setter [35 P.S. '1680.401(a) (1)].

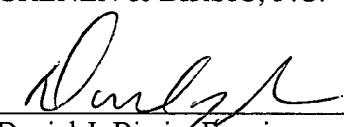
10. The amount due and owing Plaintiff by Tiffany Maria Ebersole, a/k/a Tiffany Anne Ebersole, a/k/a Tiffany Ebersole, Adminstratrix of the Estate of Karen A. Setter is as follows:

Principal	\$42,756.07
Interest to 4/23/07	\$ 1,222.56
Late Charges to 4/23/07	\$ 46.76
Escrow Deficiency to 4/23/07	\$ 0.00
Corporate Advances	\$ 45.00
Attorneys' Fees	\$ 1,250.00
Title Search, Foreclosure and Execution Costs	<u>\$ 2,500.00</u>
TOTAL	\$47,820.39

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$47,820.39 with interest thereon at the rate of \$8.49 per diem from April 23, 2007, and additional late charges, additional reasonable and actually incurred attorneys' fees, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

GRENEN & BIRSIG, P.C.

BY:



Daniel J. Birsig, Esquire
Attorney for Plaintiff
One Gateway Center, Ninth Floor
Pittsburgh, PA 15222
(412) 281 7650

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE.

Exhibit “A”

1082752372

44-017-194462578

NOTE

AUGUST 11, 2006

[Date]

DUBOIS

[City]

PENNSYLVANIA

[State]

124 WEST SCRIBNER AVENUE, DUBOIS, PENNSYLVANIA 15801

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 42,857.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is JPMORGAN CHASE BANK, N. A.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.25000 %.

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the 01ST day of each month beginning on OCTOBER 01, 2006

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on SEPTEMBER 01, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

1400 EAST NEWPORT CENTER DRIVE, DEERFIELD BEACH, FLORIDA 33442

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 292.37

4. BORROWER'S RIGHT TO PREPAY

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

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

Form 3200 1/01

ZA85 : 05/02

(Page 1 of 4)

Xas



1 0 8 2 7 5 2 3 7 2

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

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

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

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

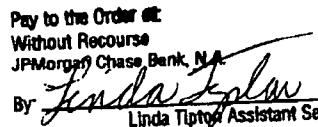
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


KAREN A. SETTER

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

Pay to the Order of:
Without Recourse
JPMorgan Chase Bank, N.A.
By 
Linda Tipton, Assistant Secretary

1082752372

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

[Sign Original Only]

Exhibit “B”

This Document Prepared By:
JPMORGAN CHASE BANK, N. A.

1400 EAST NEWPORT CENTER DRIVE
DEERFIELD BEACH, FLORIDA 33442

When Recorded Mail To:
JPMORGAN CHASE BANK, N.A.

1500 N. 19TH STREET, 6TH FLOOR
MONROE, LOUISIANA 71201
ATTN: DOC CONTROL

*Original to be
true and correct
copy*

Parcel No:

[Space Above This Line for Recording Data]

1082752372

44-017-194462578

MORTGAGE

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated AUGUST 11, 2006 together with all Riders to this document.
(B) "Borrower" is
KAREN A. SETTER, A SINGLE WOMAN

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is
JPMORGAN CHASE BANK, N. A.

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
PA51: 06/05

Form 3039 1/01

KA



1 0 8 2 7 5 2 3 7 2

Lender is a **NATIONAL ASSOCIATION**
 organized and existing under the laws of **THE UNITED STATES OF AMERICA**
 Lender's address is
1400 EAST NEWPORT CENTER DRIVE, DEERFIELD BEACH, FLORIDA 33442

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **AUGUST 11, 2006**

The Note states that Borrower owes Lender

FORTY TWO THOUSAND EIGHT HUNDRED FIFTY SEVEN AND 00/100-----

Dollars (U.S. \$ **42,857.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **SEPTEMBER 01, 2036**

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

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

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

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

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

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

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

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

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As Fannie Mae/Freddie Mac UNIFORM INSTRUMENT 1/01

OKAS _____

1082752372

used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the **COUNTY**

[Type of Recording Jurisdiction]

of **CLEARFIELD**

[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of **124 WEST SCRIBNER AVENUE**

[Street]

DUBOIS

, Pennsylvania 15801

("Property Address"):

[City]

[Zip Code]

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

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

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

Fannie Mae/Freddie Mac UNIFORM INSTRUMENT 1/01

PAS3 : 07/01

(Page 3)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this

Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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[Signature]

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

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

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

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

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's

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

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

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

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

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

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed

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

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for

the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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

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

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

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

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

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

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

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

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

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

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

1082752372

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

BORROWERS:


KAREN A. SETTER

(Seal)
- Borrower

1082752372

[Space Below This Line For Acknowledgement]

The State of Pennsylvania , County of Clearfield
On this the 11th day of August , 2006 before me Carla A. Lias
, the undersigned

Laken A. Setzer

known to me (or satisfactorily proven) to be the person whose name(s) is/are subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

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

My commission expires: Carla J
NOTARIAL SEAL
CARLA LIAS, NOTARY PUBLIC
CITY OF DUBOIS, CLEARFIELD COUNTY
MY COMMISSION EXPIRES MARCH 31, 2007
Title of Officer

CERTIFICATE OF RESIDENCE (MORTGAGEE)

On behalf of the Lender, I hereby certify that the correct address of Lender is
1400 EAST NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442

Carla J
Agent of Lender

Fannie Mae/Freddie Mac UNIFORM INSTRUMENT 1/01

PA56 : 07/01

(Page 16)

All: that certain piece or parcel or land situate in the Second Ward of the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit;

Being known as the eastern one-half of Lot No. 35 of John E. DuBois' Addition to the Borough (now City) of DuBois, and being bounded on the South by West Scribner Avenue; on the East by Land of G.W. Tozier, or Lot No. 34; on the North by an Alley, now West Park Avenue; on the West by other land of S.H.W. Bell, and being Thirty (30) feet wide on Scribner Avenue and extending Northerly between parallel lines with the land of G.W. Tozier, to a depth of One Hundred and Sixty (160) feet to the alley now called West Park Avenue as a part of the said John E. DuBois Addition being recorded in Clearfield County Misc. Book U, page 220.

Under and Subject to all reservations and exceptions as contained in prior deeds of conveyances.

Being the same premise conveyed to the Grantors, Joseph J. Elias, (deceased 4-29-1973) and Carmelita L. Elias, by and through her Power of Attorney, Paul J. Elias, by Deed of Robert G. Morrison and Flora Ann Morrison, husband and wife, dated September 3, 1959, and Recorded in the Recorder of Deeds Office, of Clearfield County, Pennsylvania, in Deed Book Volume 477, Page 550.

EXHIBIT C

PETITION FOR GRANT OF LETTERS OF ADMINISTRATION

Estate of Karen Anne Setter
also known as _____

Deceased.
Social Security No. 194-46-2578

No. 1707-0060

To:

Register of Wills for the
County of Clearfield in the
Commonwealth of Pennsylvania

The petition of the undersigned respectfully represents that:

Your petitioner(s), who is/are 18 years of age or older, applies _____ for letters of administration
(d.b.n.; pendent lite; durate absentia; durate minoritate)
on the estate of
the above decedent.

Decedent was domiciled at death in Clearfield County, Pennsylvania, with
his _____ last family or principal residence at 124 West Scribner Avenue, DuBois, PA 15801
(list street, number, Twp. or Boro.)

Decedent, then 49 years of age, died 12/11/2006
at UPMC Presbyterian Hospital, Pittsburgh, PA

Decedent at death owned property with estimated values as follows:

(If domiciled in Pa.)	All personal property	\$ <u>1,060.00</u>
(If not domiciled in Pa.)	Personal property in Pennsylvania	\$ _____
(If not domiciled in Pa.)	Personal property in County	\$ _____
Value of real estate in Pennsylvania situated as follows:		\$ <u>40,000.00</u>

Petitioner _____ after a proper search has _____ ascertained that decedent left no will and was survived by
the following spouse (if any) and heirs:

Name	Relationship	Residence
Tiffany Maria Ebersole	daughter	2703 Furnace Avenue Altoona PA 16602
Scott Daniel Moynoski	son	19650 East Dartmouth Place Aurora Street CO 80013
Brandon Micheal Setter <u>(15 yrs old)</u>	son	311 Knarr Street DuBois PA 15801
		FILED OFFICE OF THE REGISTER OF WILLS OF CLEARFIELD COUNTY FEB 1 2007
		KAREN L. STARCK Register

THEREFORE, petitioner(s) respectfully request(s) the grant of letters of administration in the appropriate form to the undersigned.

Tiffany Maria Ebersole
Tiffany Maria Ebersole

2703 Furnace Avenue
Altoona PA 16602

Signature(s) and Residence(s)
of Petitioner(s)

OATH OF PERSONAL REPRESENTATIVE

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200701599

RECORDED ON

Feb. 01, 2007
12:55:16 PM

FILE NUMBER

1707-0060

Total Pages: 4

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Clearfield

FERRARACCIO & NOVAK
CUSTODIAN
FERRARACCIO & NOVAK
1313 1/2 N. 10th Street
Pittsburgh, PA 15212
412-281-1000
FAX: 412-281-1000
E-mail: karen.starck@clearfieldcounty.org

The petitioner(s) above-named swear(s) or affirm(s) that the statements in the foregoing petition are true and correct to the best of the knowledge and belief of petitioner(s) and that as personal representative(s) of the above deceased petitioner(s) will well and truly administer the estate according to law.

Sworn to or affirmed and subscribed
before me this 1st day of
February 2007
Karen Starck
Register

MY COMMISSION EXPIRES
FIRST MONDAY IN JANUARY 2008

No. 1707-0060

Estate of Karen Anne Setter, Deceased

GRANT OF LETTERS OF ADMINISTRATION

AND NOW February 1, 2007, in consideration of the petition on the reverse side hereof, satisfactory proof having been presented before me, IT IS DECREED that Tiffany Maria Ebersole is/are entitled to Letters of Administration, and in accord with such finding, Letters of Administration

are hereby granted to

Tiffany Anne Ebersole

in the estate of Karen Anne Setter

FEES JIP 10.00
Letters of Administration \$ 70.00
Short Certificates (8) After \$ 32.00
Remuneration \$ 4.00
Jan 1st \$ 20.00
TOTAL \$ 136.00
Filed A.D.

Karen L. Starck
MY COMMISSION EXPIRES
FIRST MONDAY IN JANUARY 2008

Blaise J. Ferraraccio, Esquire

47753

ATTORNEY (Sup. Ct. I.D. No.)

301 East Pine Street

Clearfield PA 16830

ADDRESS

814-765-4990

PHONE

1707-0060

RENUNCIATION

In Re Estate of Karen Anne Setter deceased.

To the Register of Wills of Clearfield County, Pennsylvania.

The undersigned Scott Daniel Hoynoski, Son of the above decedent, hereby renounce(s) the right to administer the estate and respectfully ask(s) that Letters Of Administration be issued to Tiffany Maria Ebersole

WITNESS _____ hand this 10th day of

January, 2007


Scott Daniel Hoynoski
19650 East Dartmouth Place
Aurora, Colorado 80013

FILED OFFICE OF THE REGISTER OF WILLS OF CLEARFIELD COUNTY
FEB 1 2007
KAREN L. STARCK Register

VERIFICATION

Cindy A. Smith , Assistant Secretary, and duly authorized representative of Chase Home Finance LLC, s/b/m/t Chase Manhattan Mortgage Corporation deposes and says, subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to unsworn falsification to authorities, that the facts set forth in the foregoing Complaint are true and correct to his/her knowledge, information and belief.

CHASE HOME FINANCE LLC, s/b/m/t
Chase Manhattan Mortgage Corporation



Cindy A. Smith , Assistant Secretary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102938
NO: 07-987-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CHASE HOME FINANCE LLC s/b/m/t
vs.

DEFENDANT: TIFFANY MARIA EBERSOLE aka TIFFANY ANNE EBERSOLE aka TIFFANY EBERSOLE
Administratrix of the Estate of Karen A. Setter

SHERIFF RETURN

NOW, June 26, 2007, SHERIFF OF BLAIR COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TIFFANY MARIA EBERSOLE ak TIFFANY ANNE EBERSOLE aka TIFFANY EBERSOLE, Admx. of the Estate of Karen A. Setter.

NOW, July 11, 2007 AT SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TIFFANY MARIA EBERSOLE ak TIFFANY ANNE EBERSOLE aka TIFFANY EBERSOLE, Admx. of the Estate of Karen A. Setter, DEFENDANT. THE RETURN OF BLAIR COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
01/10/09
SEP 05 2007
WM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102938
NO: 07-987-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CHASE HOME FINANCE LLC s/b/m/t

vs.

DEFENDANT: TIFFANY MARIA EBERSOLE aka TIFFANY ANNE EBERSOLE aka TIFFANY EBERSOLE
Administratrix of the Estate of Karen A. Setter

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GRENEN	94094	10.00
SHERIFF HAWKINS	GRENEN	94094	21.00
BLAIR CO.	GRENEN	94119	26.50

Sworn to Before Me This

So Answers,

____ Day of _____ 2007


Chester A. Hawkins
Sheriff

DATE RECEIVED

DATE PROCESSED

SHERIFF'S DEPARTMENT

BLAIR COUNTY, PENNSYLVANIA
COURTHOUSE, HOLLIDAYSBURG, PA. 16648

SHERIFF SERVICE PROCESS RECEIPT, and AFFIDAVIT OF RETURN

INSTRUCTIONS:

Print legibly, insuring readability of all copies.

Do not detach any copies. BCSD ENV. #

1. PLAINTIFF / S /

Chase Home Finance LLC, et al.

2. COURT NUMBER

07-957-CD 160142T-07

3. DEFENDANT / S /

Tiffany Maria Ebersole, et al.

4. TYPE OF WRIT OR COMPLAINT

Complaint in Mortgage Foreclosure

SERVE



5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD.

Tiffany Maria Ebersole, et al.

6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

2703 Furnace Avenue, Altoona, PA 16602

7. INDICATE UNUSUAL SERVICE:

 PERSONAL PERSON IN CHARGE DEPUTIZE CERT. MAIL REGISTERED MAIL POSTED OTHER

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

SHERIFF OF BLAIR COUNTY

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

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

9. SIGNATURE OF ATTORNEY or other ORIGINATOR requesting service on behalf of:

 PLAINTIFF
 DEFENDANT

10. TELEPHONE NUMBER

412-281-7650

11. DATE

6/12/07

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

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

SIGNATURE of Authorized BCSD Deputy or Clerk and Title

B. Schreiber

13. Date Received

6-26-07

14. Expiration/Hearing date

7-22-07

15. I hereby CERTIFY and RETURN that I have personally served, have served person in charge, have legal evidence of service as shown in "Remarks" (on reverse) have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by hand ing/or Posting a TRUE and ATTESTED COPY thereof.

16. I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)

17. Name and title of individual served

Tiffany Ebersole

18. A person of suitable age and discretion then residing in the defendant's usual place of abode. Read Order

19. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

Same

20. Date of Service

21. Time

11 Aug 07

101401

22. ATTEMPTS Date Miles Dep. Int. Date Miles Dep. Int. Date Miles Dep. Int. Date Miles Dep. Int. Date Miles Dep. Int.

23. Advance Costs 24 25 26 27 Total Costs

150.00 Rec't # 125817 21.50 5.00 26.50 123.50

30. REMARKS

SO ANSWER.

AFFIRMED and subscribed to before me this

12th

By (Sheriff/Dep. Sheriff) (Please Print or Type)

Date

day of

July, 2007

Signature of Sheriff

Date

COMMONWEALTH OF PENNSYLVANIA

SHERIFF OF BLAIR COUNTY

NOTARY SEAL

Carol Greco, Notary Public

Hollidaysburg Boro, Blair County

MY COMMISSION EXPIRES APRIL 3, 2011

I ACKNOWLEDGE My Commission Expires APRIL 3, 2011

OF AUTHORITY ISSUED AUTHORITY AND TITLE

Member, Pennsylvania Association of Notaries

SIGNATURE

39. Date Received

SHERIFF'S RETURN OF SERVICE

() (1) The within _____ upon _____, the within named defendant by mailing to _____ by _____ mail, return receipt requested, postage prepaid _____ on the _____, a true and attested copy thereof at _____

The return receipt signed by _____ defendant on the _____ is hereto attached and made part of this return.

() (2) Outside the Commonwealth, pursuant to Pa. R.C.P. 405 (c) (1) (2), by mailing a true and attested copy thereof at _____ in the following manner.

() (a) To the defendant by () registered () certified mail, return receipt requested, postage prepaid, addressee only on the _____, said receipt being returned NOT signed by defendant, but with a notation by the Postal Authorities that defendant refused to accept the same. The returned receipt and envelope is attached hereto and made part of this return.

And thereafter:

() (b) To the defendant by ordinary mail addressed to defendant at same address, with the return address of the Sheriff appearing thereon, on the _____

I further certify that after fifteen (15) days from the mailing date, I have not received said envelope back from the Postal Authorities. A certificate of mailing is hereto attached as a proof of mailing.

() (3) By publication in a daily publication of general circulation in the County of Blair, Commonwealth of Pennsylvania, _____ time (s) with publication appearing _____

The affidavit from said publication is hereto attached.

() (4) By mailing to _____ by _____ mail, return receipt requested, postage prepaid, on the _____, a true and attested copy thereof at _____

The _____ returned by the Postal Authorities marked _____ is hereto attached.

() (5) Other _____

Shaw
William A. Clerk of Courts
Prothonotary/Clerk
SEP 05 2007

FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t
CHASE MANHATTAN MORTGAGE
CORPORATION,

Plaintiff,

vs.

TIFFANY MARIA EBERSOLE, a/k/a
TIFFANY ANNE EBERSOLE, a/k/a
TIFFANY EBERSOLE, Administratrix of
The Estate of Karen A. Setter,

Defendant.

CIVIL DIVISION

NO.: 07-987-CD

TYPE OF PLEADING

MOTION TO COMPEL CLEARFIELD
COUNTY SHERIFF'S OFFICE TO FILE
RETURN OF SERVICE FOR CIVIL
ACTION-COMPLAINT IN MORTGAGE
FORECLOSURE

FILED ON BEHALF OF PLAINTIFF:

Chase Home Finance LLC, s/b/m/t Chase
Manhattan Mortgage Corporation

COUNSEL OF RECORD FOR THIS
PARTY:

Brian M. Kile, Esquire
Pa. I.D. #89240

Kristine M. Anthou, Esquire
Pa. I.D. #77991

GRENNEN & BIRSIC, P.C.
One Gateway Center
Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

FILED *1cc*
7/12/2007 Amy
AUG 30 2007
GK

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t
CHASE MANHATTAN MORTGAGE
CORPORATION,

CIVIL DIVISION

NO.: 07-987-CD

Plaintiff,

vs.

TIFFANY MARIA EBERSOLE, a/k/a
TIFFANY ANNE EBERSOLE, a/k/a
TIFFANY EBERSOLE, Administratrix of
The Estate of Karen A. Setter,

Defendant.

**MOTION TO COMPEL CLEARFIELD COUNTY SHERIFF'S OFFICE TO FILE
RETURN OF SERVICE FOR CIVIL ACTION-COMPLAINT IN MORTGAGE
FORECLOSURE**

AND NOW, comes the Plaintiff, Chase Home Finance LLC, s/b/m/t Chase Manhattan Mortgage Corporation, by and through its attorneys, GRENNEN & BIRSCIC, P.C., and files the within Motion to Compel Clearfield County Sheriff's Office to File Return of Service for Civil Action-Complaint in Mortgage Foreclosure Pursuant to Special Order of Court as follows:

1. On or about June 22, 2007, Plaintiff filed a Complaint in Mortgage Foreclosure against Defendant, Tiffany Maria Ebersole, a/k/a Tiffany Anne Ebersole, a/k/a Tiffany Ebersole, Administratrix of the Estate of Karen A. Setter, at the above-captioned number and term.
2. On or about June 22, 2007, Plaintiff delivered to the Sheriff of Clearfield County a copy of the Civil Action - Complaint in Mortgage Foreclosure filed by Plaintiff at the above-captioned number and term along with a direction card requesting that the Sheriff of Blair County be deputized to serve Defendant, Tiffany Maria Ebersole, a/k/a Tiffany Anne Ebersole, a/k/a Tiffany Ebersole, Administratrix of the Estate of Karen A. Setter, a copy of the Complaint at her last known address being 2703 Furnace Avenue, Altoona, Pennsylvania 16602.

3. On or about July 12, 2007, Plaintiff received verbal notification from the Blair County Sheriff's Office indicating that Defendant, Tiffany Maria Ebersole, a/k/a Tiffany Anne Ebersole, a/k/a Tiffany Ebersole, Adminstratrix of the Estate of Karen A. Setter, was personally served with a copy of the Complaint at her last known address being 2703 Furnace Avenue, Altoona, Pennsylvania 16602 on July 11, 2007.

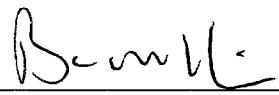
4. On or about August 15, 2007, Plaintiff attempted to enter a Default Judgment against Defendant, Tiffany Maria Ebersole, a/k/a Tiffany Anne Ebersole, a/k/a Tiffany Ebersole, Adminstratrix of the Estate of Karen A. Setter, in this action in the amount of \$49,077.95 and for foreclosure and sale of the mortgaged premises.

5. On or about August 22, 2007, Plaintiff's Default Judgment was returned with an indication by the Clearfield County Prothonotary that the Return of Service had not yet been filed.

6. The Clearfield County Sheriff's Office has advised Plaintiff that the required Return of Service would not be promptly processed without a court order directing that the Return of Service be filed with the Clearfield County Prothonotary.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court direct the Sheriff of Clearfield County to file the Return of Service for Civil Action-Complaint in Mortgage Foreclosure with regard to Defendant, Tiffany Maria Ebersole, a/k/a Tiffany Anne Ebersole, a/k/a Tiffany Ebersole, Adminstratrix of the Estate of Karen A. Setter, at docket number 07-987-CD within five (5) days of the entry of this order.

GRENEN & BIRSIC, P.C.

BY: 
Brian M. Kile, Esquire
Attorney for Plaintiff
One Gateway Center, Ninth Floor
Pittsburgh, PA 15222
(412) 281 7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t
CHASE MANHATTAN MORTGAGE
CORPORATION,

CIVIL DIVISION

NO.: 07-987-CD

Plaintiff,

vs.

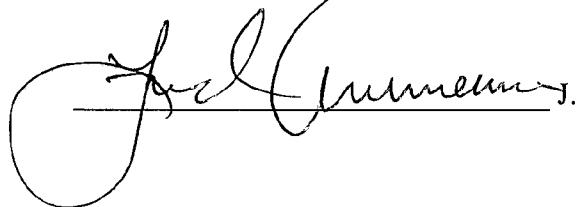
TIFFANY MARIA EBERSOLE, a/k/a
TIFFANY ANNE EBERSOLE, a/k/a
TIFFANY EBERSOLE, Administratrix of
The Estate of Karen A. Setter,

Defendant.

ORDER OF COURT

AND NOW, to wit, this 31st day of August 2007, upon
consideration of the within Motion to Compel Clearfield County Sheriff's Office to File Return
of Service for Civil Action-Complaint in Mortgage Foreclosure Pursuant to Special Order of
Court, it is hereby ORDERED, ADJUDGED and DECREED that the Sheriff of Clearfield
County is hereby directed to file the Return of Service for Civil Action-Complaint in Mortgage
Foreclosure with regard to Defendant, Tiffany Maria Ebersole, a/k/a Tiffany Anne Ebersole,
a/k/a Tiffany Ebersole, Administratrix of the Estate of Karen A. Setter, at docket number 07-987-
CD within five (5) days of the entry of this order.

BY THE COURT:



09/4/2007
SEP 04 2007
FILED ^(6K)
2cc Atty
I.C.C. Sheriff

William A. Shaw
Prothonotary/Clerk of Courts
(without memo)

FILED
SEP 04 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 9/4/07

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the within Motion to Compel Clearfield County Sheriff's Office to File Return of Service for Civil Action-Complaint in Mortgage Foreclosure Pursuant to Special Order of Court was mailed to the following on this 28th day of August 2007, by first-class, U.S. Mail, postage pre-paid:

Tiffany Maria Ebersole, a/k/a
Tiffany Anne Ebersole, a/k/a
Tiffany Ebersole, Adminstratrix of the
Estate of Karen A. Setter
2703 Furnace Avenue
Altoona, PA 16602

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

GRENEN & BIRSMIC, P.C.

BY: 
Brian M. Kile, Esquire
Attorney for Plaintiff
One Gateway Center, Ninth Floor
Pittsburgh, PA 15222
(412) 281 7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t
CHASE MANHATTAN MORTGAGE
CORPORATION,

Plaintiff,

vs.

TIFFANY MARIA EBERSOLE, a/k/a
TIFFANY ANNE EBERSOLE, a/k/a
TIFFANY EBERSOLE, Administratrix of
The Estate of Karen A. Setter,

Defendant.

CIVIL DIVISION

NO.: 07-987-CD

TYPE OF PLEADING

PRAECIPE FOR DEFAULT JUDGMENT
(Mortgage Foreclosure)

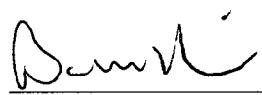
FILED ON BEHALF OF PLAINTIFF:

Chase Home Finance LLC, s/b/m/t Chase
Manhattan Mortgage Corporation

I hereby certify that the
address of Plaintiff is:
3415 Vision Drive
Columbus, OH 43219

the last known address of
Defendant is:
2703 Furnace Avenue
Altoona, PA 16602

GRENEN & BIRSIIC, P.C.



Attorneys for Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

Daniel J. Birsic, Esquire
Pa. I.D. #48450

Kristine M. Anthou, Esquire
Pa. I.D. #77991

GRENEN & BIRSIIC, P.C.
One Gateway Center
Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

pd \$20.00 Atty
FILED 1cc'd notice to
m/14/07 Cm debt
SEP 14 2007
WM Statement to
William A. Shaw Atty.
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t
CHASE MANHATTAN MORTGAGE
CORPORATION,

CIVIL DIVISION

NO.: 07-987-CD

Plaintiff,

vs.

TIFFANY MARIA EBERSOLE, a/k/a
TIFFANY ANNE EBERSOLE, a/k/a
TIFFANY EBERSOLE, Administratrix of
The Estate of Karen A. Setter,

Defendant.

PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY

SIR:

Please enter a default judgment in the above-captioned case in favor of Plaintiff and against Defendant, Tiffany Maria Ebersole, a/k/a Tiffany Anne Ebersole, a/k/a Tiffany Ebersole, Adminstratrix of the Estate of Karen A. Setter, in the amount of \$49,077.95, which is itemized as follows:

Principal	\$42,756.07
Interest to 8/14/07	\$ 2,176.94
Late Charges to 8/14/07	\$ 81.83
Escrow Deficiency to 8/14/07	\$ 181.61
Corporate Advances	\$ 131.50
Attorneys' Fees	\$ 1,250.00
Title Search, Foreclosure and Execution Costs	<u>\$ 2,500.00</u>
TOTAL	\$49,077.95

with interest on the principal sum at the rate of \$8.49 per diem from August 14, 2007, and additional late charges, additional reasonable and actually incurred attorneys' fees, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

GRENEN & BIRSIĆ, P.C.

BY: B. M. Kile

Brian M. Kile, Esquire
Attorney for Plaintiff

**AFFIDAVIT OF NON-MILITARY SERVICE
AND CERTIFICATE OF MAILING OF NOTICE OF
INTENT TO TAKE DEFAULT JUDGMENT**

COMMONWEALTH OF PENNSYLVANIA)
)SS:
COUNTY OF ALLEGHENY)

Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Brian M. Kile, Esquire, attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that the Defendant was not in the military service of the United States of America to the best of his knowledge, information and belief and certifies that the Notice of Intent to take Default Judgment was mailed in accordance with Pa. R.C.P. 237.1, as evidenced by the attached copy.

Bunki

Sworn to and subscribed before me

this 15th day of August 2007.

Elizabeth M. Paiano
Notary Public

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t
CHASE MANHATTAN MORTGAGE
CORPORATION,

CIVIL DIVISION

NO.: 07-987-CD

Plaintiff,

vs.

TIFFANY MARIA EBERSOLE, a/k/a
TIFFANY ANNE EBERSOLE, a/k/a
TIFFANY EBERSOLE, Administratrix of
The Estate of Karen A. Setter,

Defendant.

TO: Tiffany Maria Ebersole, a/k/a
Tiffany Anne Ebersole, a/k/a
Tiffany Ebersole, Administratrix of
The Estate of Karen A. Setter
2703 Furnace Avenue
Altoona, PA 16602

DATE OF NOTICE: August 1, 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 NOTICE TO A 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.

DAVID S. MEHOLICK, COURT ADMIN.
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PA 16830
(814) 765-2641, EXT. 5982

GRENNEN & BIRSIĆ, P.C.

By: Burk
Attorneys for Plaintiff

One Gateway Center, Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

FIRST CLASS MAIL, POSTAGE PREPAID

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t
CHASE MANHATTAN MORTGAGE
CORPORATION,

CIVIL DIVISION

NO.: 07-987-CD

Plaintiff,

vs.

TIFFANY MARIA EBERSOLE, a/k/a
TIFFANY ANNE EBERSOLE, a/k/a
TIFFANY EBERSOLE, Administratrix of
The Estate of Karen A. Setter,

Defendant.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Tiffany Maria Ebersole, a/k/a
Tiffany Anne Ebersole, a/k/a
Tiffany Ebersole, Administratrix of the
Estate of Karen A. Setter
2703 Furnace Avenue
Altoona, PA 16602

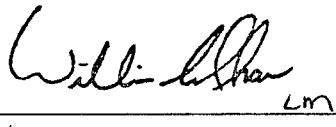
() Plaintiff
(XX) Defendant
() Additional Defendant

You are hereby notified that an Order, Decree or
Judgment was entered in the above captioned proceeding

on September 14, 2007

() A copy of the Order or Decree is enclosed,
or
(XX) The judgment is as follows: \$49,077.95.

with interest on the principal sum at the rate of \$8.49 per diem from August 14, 2007, and
additional late charges, additional reasonable and actually incurred attorneys' fees, plus costs
(including increases in escrow deficiency) and for foreclosure and sale of the mortgaged
premises.



Deputy

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

COPY

Chase Home Finance LLC
Chase Manhattan Mortgage Corporation
Plaintiff(s)

No.: 2007-00987-CD

Real Debt: \$49,077.95

Atty's Comm: \$

Vs.

Costs: \$

Tiffany Maria Ebersole
Tiffany Anne Ebersole
Tiffany Ebersole
Karen A. Estate of Setter
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 14, 2007

Expires: September 14, 2012

Certified from the record this September 14, 2007



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t
CHASE MANHATTAN MORTGAGE
CORPORATION,

Plaintiff,

vs.

TIFFANY MARIA EBERSOLE, a/k/a
TIFFANY ANNE EBERSOLE, a/k/a
TIFFANY EBERSOLE, Administratrix of
The Estate of Karen A. Setter,

Defendant.

CIVIL DIVISION

NO.: 07-987-CD

ISSUE NO.:

TYPE OF PLEADING
Praeclipe of Writ of Execution
(Mortgage Foreclosure)

FILED ON BEHALF OF PLAINTIFF:

Chase Home Finance LLC, et al.

COUNSEL OF RECORD FOR THIS
PARTY:

Daniel J. Birsic, Esquire
Pa. I.D. #48450

Kristine M. Anthou, Esquire
Pa. I.D. #77991

GRENEN & BIRSIC, P.C.
Firm #023
One Gateway Center
Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

FILED Atty pd.
m/b:53701 20.00
SEP 26 2007 ICC Colorwrits
William A. Shaw w/prop. desc.
Prothonotary/Clerk of Courts to Sheriff
(GR)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t
CHASE MANHATTAN MORTGAGE
CORPORATION,

CIVIL DIVISION

NO.: 07-987-CD

Plaintiff,

vs.

TIFFANY MARIA EBERSOLE, a/k/a
TIFFANY ANNE EBERSOLE, a/k/a
TIFFANY EBERSOLE, Administratrix of
The Estate of Karen A. Setter,

Defendant.

PRAECIPE FOR WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

TO: Prothonotary

SIR:

Please issue a Writ of Execution, directed to the Sheriff of Clearfield County, against the
Defendant, Tiffany Maria Ebersole, a/k/a Tiffany Anne Ebersole, a/k/a Tiffany Ebersole,
Administratrix of the Estate of Karen A. Setter, as follows:

Judgment Amount	\$49,077.95
Interest from 8/14/07 to 12/20/07	\$ 1,159.82
TOTAL	\$50,237.77

125.00 Prothonotary costs

GRENEN & BIRSIĆ, P.C.

By: 
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t
CHASE MANHATTAN MORTGAGE
CORPORATION,

CIVIL DIVISION

NO.: 07-987-CD

Plaintiff,

VS.

TIFFANY MARIA EBERSOLE, a/k/a
TIFFANY ANNE EBERSOLE, a/k/a
TIFFANY EBERSOLE, Administratrix of
The Estate of Karen A. Setter,

Defendant.

AFFIDAVIT OF LAST KNOWN ADDRESS

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

Before me, the undersigned authority, a Notary Public in and for the said County and Commonwealth, personally appeared Kristine M. Anthou, attorney for the Plaintiff, who being duly sworn according to law deposes and says that the owner of the property located at 124 West Scribner Avenue, Dubois, PA, 15801 is, Defendant, Tiffany Maria Ebersole, a/k/a Tiffany Anne Ebersole, a/k/a Tiffany Ebersole, Adminstratrix of the Estate of Karen A. Setter, who resides at 2703 Furnace Avenue, Altoona, PA, 16602, to the best of her information, knowledge and belief.

Reserve

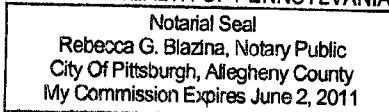
SWORN TO AND SUBSCRIBED BEFORE

ME THIS 20th DAY OF September, 2007.

Rebecca G Blazina
Notary Public

Notary Public

COMMONWEALTH OF PENNSYLVANIA



Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t
CHASE MANHATTAN MORTGAGE
CORPORATION,

CIVIL DIVISION

NO.: 07-987-CD

Plaintiff,

vs.

TIFFANY MARIA EBERSOLE, a/k/a
TIFFANY ANNE EBERSOLE, a/k/a
TIFFANY EBERSOLE, Administratrix of
The Estate of Karen A. Setter,

Defendant.

AFFIDAVIT OF COMPLIANCE WITH ACT 6 OF 1974, 41 P.S.101, ET SEQ.
AND ACT 91 OF 1983

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

Before me, the undersigned authority, a Notary Public in and for the said County and Commonwealth, personally appeared Kristine M. Anthou, attorney for the Plaintiff, who being duly sworn according to law deposes and says that on or about May 3, 2007, Tiffany Maria Ebersole, a/k/a Tiffany Anne Ebersole, a/k/a Tiffany Ebersole, Adminstratrix of the Estate of Karen A. Setter was mailed a Notice of Intention to Foreclose Mortgage in compliance with Act 6 of 1974, 41 P.S. '101, et seq. Plaintiff was not required to send Defendant(s) written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 -

Act 91 of 1983) prior to the commencement of this action for the reason(s) that the mortgaged premises is not the principal residence of the Defendant [35 P.S. §1680.401C(a)(1)].

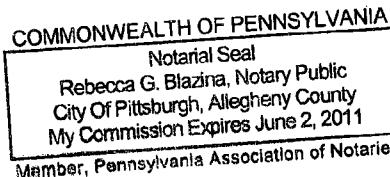
Rebecca G. Blazina

SWORN TO AND SUBSCRIBED BEFORE

ME THIS 20th DAY OF September, 2007.

Rebecca G. Blazina

Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t
CHASE MANHATTAN MORTGAGE
CORPORATION,

CIVIL DIVISION
NO.: 07-987-CD

Plaintiff,

vs.

TIFFANY MARIA EBERSOLE, a/k/a
TIFFANY ANNE EBERSOLE, a/k/a
TIFFANY EBERSOLE, Administratrix of
The Estate of Karen A. Setter,

Defendant.

AFFIDAVIT PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

Chase Home Finance LLC, et al., Plaintiff in the above action, sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property of Tiffany Maria Ebersole, a/k/a Tiffany Anne Ebersole, a/k/a Tiffany Ebersole, Administratrix of the Estate of Karen A. Setter located at 124 West Scribner Avenue, Dubois, PA, 15801 and is more fully described as follows:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF TIFFANY MARIA EBERSOLE, A/K/A TIFFANY ANNE EBERSOLE, A/K/A TIFFANY EBERSOLE, ADMINISTRATRIX OF THE ESTATE OF KAREN A. SETTER OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF DUBOIS, COUNTY OF CLEARFIELD, AND COMMONWEALTH OF PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING BEING KNOWN AND NUMBERED AS 124 WEST SCRIBNER AVE., DUBOIS, PA, 15801. INSTRUMENT #200614096, PARCEL # 7.2-1-28.

1. The name and address of the owner(s) or reputed owner(s):

Tiffany Maria Ebersole, a/k/a Tiffany Anne Ebersole, a/k/a Tiffany Ebersole, Adminstratrix of the Estate of Karen A. Setter	2703 Furnace Avenue Altoona, PA 16602
---	--

2. The name and address of the defendants in the judgment:

Tiffany Maria Ebersole, a/k/a Tiffany Anne Ebersole, a/k/a Tiffany Ebersole, Adminstratrix of the Estate of Karen A. Setter	2703 Furnace Avenue Altoona, PA 16602
---	--

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

Chase Home Finance LLC, et al.	PLAINTIFF
--------------------------------	-----------

4. The name and address of the last record holder of every mortgage of record:

Chase Home Finance LLC, et al.	PLAINTIFF
--------------------------------	-----------

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

Clearfield Domestic Relations	230 E. Market Street, 3rd floor Clearfield, PA 16830
-------------------------------	---

PA Department of Revenue	Bureau of Compliance P.O. Box 281230 Harrisburg, PA 17128-1230
--------------------------	--

Commonwealth of Pennsylvania	Department of Welfare P.O. Box 2675 Harrisburg, PA 17105
------------------------------	--

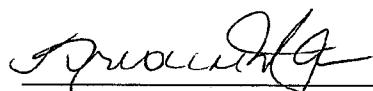
6. The name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

None

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

None

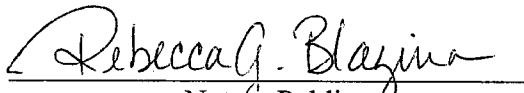
I verify that the statements made in the Affidavit are true and correct to the best of my personal knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.



Kristine M. Anthou, Esquire
Attorney for Plaintiff

SWORN to and subscribed before

me this 20th day of September, 2007.



Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Rebecca G. Blazina, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires June 2, 2011

Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t
CHASE MANHATTAN MORTGAGE
CORPORATION,

Plaintiff,

CIVIL DIVISION

NO.: 07-987-CD

vs.

TIFFANY MARIA EBERSOLE, a/k/a
TIFFANY ANNE EBERSOLE, a/k/a
TIFFANY EBERSOLE, Administratrix of
The Estate of Karen A. Setter,

Defendant.

LONG FORM DESCRIPTION

All that certain piece or parcel of land situate in the Second Ward of the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

Being known as the eastern one-half of Lot No. 35 of John E. Dubois' Addition to the Borough (now City) of DuBois, and being bounded on the South by West Scribner Avenue; on the East by Land of G.W. Tozier, or Lot No. 36; on the North by an Alley, now West Park Avenue; on the West by other land of S.H.W. Bell, and being Thirty (30) feet wide on Scribner Avenue and extending Northerly between parallel lines with the land of G.W. Tozier, to a depth of One Hundred and Sixty (160) feet to the alley now called West Park Avenue as a part of the said John E. DuBois Addition being recorded in Clearfield County Misc. Book U, page 220.

Under and subject to all reservations and exceptions as contained in prior deeds of conveyances.

Being the same premises which Joseph J. Elias (deceased 4-29-1973) and Carmelita L. Elias, of the City of DuBois, Clearfield County, Pennsylvania, by and through her Power of Attorney, Paul J. Elias, specifically constituted by Power of Attorney dated June 16, 1999, and recorded on August 22, 2006 instrument number 200614095, granted and conveyed unto Karen

A. Setter by Deed dated August 11, 2006 and recorded August 22, 2006 at Instrument Number 200614096 in the Recorder's Office of Clearfield County, Pennsylvania.

GRENEN & BIRSIC, P.C.

By: Kristine M. Anthou

Kristine M. Anthou, Esquire
Attorneys for Plaintiff
One Gateway Center, Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

Parcel # 7.2-1-28

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

COPY

Chase Home Finance LLC, s/b/m/t
Chase Manhattan Mortgage Corporation

Vs.

NO.: 2007-00987-CD

Tiffany Maria Ebersole, a/k/a Tiffany Anne Ebersole,
a/k/a Tiffany Ebersole, Administratrix of
The Estate of Karen A. Setter

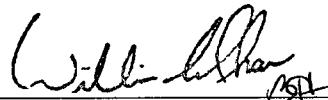
TO THE SHERIFF OF CLEARFIELD COUNTY:

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

(1) See Attached Description

AMOUNT DUE/PRINCIPAL:.....\$49,077.95
INTEREST FROM 8/14/07 to 12/20/07:..\$1,159.82
ATTY'S COMM: \$
DATE: 09/26/2007

PROTH. COSTS PAID:...\$125.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Sheriff

Requesting Party: Kristine M. Anthou, Esq.
One Gateway Center, Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t
CHASE MANHATTAN MORTGAGE
CORPORATION,

CIVIL DIVISION

NO.: 07-987-CD

Plaintiff,

vs.

TIFFANY MARIA EBERSOLE, a/k/a
TIFFANY ANNE EBERSOLE, a/k/a
TIFFANY EBERSOLE, Administratrix of
The Estate of Karen A. Setter,

Defendant.

LONG FORM DESCRIPTION

All that certain piece or parcel of land situate in the Second Ward of the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

Being known as the eastern one-half of Lot No. 35 of John E. Dubois' Addition to the Borough (now City) of DuBois, and being bounded on the South by West Scribner Avenue; on the East by Land of G.W. Tozier, or Lot No. 36; on the North by an Alley, now West Park Avenue; on the West by other land of S.H.W. Bell, and being Thirty (30) feet wide on Scribner Avenue and extending Northerly between parallel lines with the land of G.W. Tozier, to a depth of One Hundred and Sixty (160) feet to the alley now called West Park Avenue as a part of the said John E. DuBois Addition being recorded in Clearfield County Misc. Book U, page 220.

Under and subject to all reservations and exceptions as contained in prior deeds of conveyances.

Being the same premises which Joseph J. Elias (deceased 4-29-1973) and Carmelita L. Elias, of the City of DuBois, Clearfield County, Pennsylvania, by and through her Power of Attorney, Paul J. Elias, specifically constituted by Power of Attorney dated June 16, 1999, and recorded on August 22, 2006 instrument number 200614095, granted and conveyed unto Karen

A. Setter by Deed dated August 11, 2006 and recorded August 22, 2006 at Instrument Number 200614096 in the Recorder's Office of Clearfield County, Pennsylvania.

GRENEN & BIRSIC, P.C.

By: Kristine M. Anthou

Kristine M. Anthou, Esquire
Attorneys for Plaintiff
One Gateway Center, Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

Parcel # 7.2-1-28

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t
CHASE MANHATTAN MORTGAGE
CORPORATION,

Plaintiff,

vs.

TIFFANY MARIA EBERSOLE, a/k/a
TIFFANY ANNE EBERSOLE, a/k/a
TIFFANY EBERSOLE, Administratrix of
The Estate of Karen A. Setter,

Defendant.

CIVIL DIVISION

NO.: 07-987-CD

TYPE OF PLEADING

Pa. R.C.P. RULE 3129.2(c)(2)
PURSUANT TO RULE 3129.1
LIENHOLDER AFFIDAVIT OF
SERVICE

FILED ON BEHALF OF PLAINTIFF:

Chase Home Finance LLC, s/b/m/t Chase
Manhattan Mortgage Corporation

COUNSEL OF RECORD FOR THIS
PARTY:

Kristine M. Anthou, Esquire
Pa. I.D. #77991

Brian M. Kile, Esquire
Pa. I.D. #89240

GRENNEN & BIRSMIC, P.C.
One Gateway Center
Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

SALE DATE: 12/7/07

FILED NO CC
11/12/07
NOV 07 2007
WAS

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t
CHASE MANHATTAN MORTGAGE
CORPORATION,

CIVIL DIVISION

NO.: 07-987-CD

Plaintiff,

vs.

TIFFANY MARIA EBERSOLE, a/k/a
TIFFANY ANNE EBERSOLE, a/k/a
TIFFANY EBERSOLE, Administratrix of
The Estate of Karen A. Setter,

Defendant.

Pa. R.C.P. RULE 3129.2(c)(2)
LIENHOLDER AFFIDAVIT OF SERVICE

I, Kristine M. Anthou, Esquire, Attorney for Plaintiff, Chase Home Finance LLC, s/b/m/t Chase Manhattan Mortgage Corporation, being duly sworn according to law, deposes and makes the following Affidavit regarding service of the notice of the sale of real property on all persons named in Paragraphs 3 through 7 of Plaintiff's Affidavit Pursuant to Rule 3129.1 as follows

1. By letters dated October 16, 2007, undersigned counsel served all persons (other than the Plaintiff) named in Paragraphs 3 through 7 of Plaintiff's Affidavit Pursuant to Rule 3129.1 with a notice of the sale of real property by ordinary mail at the respective addresses set forth in the Affidavit Pursuant to Rule 3129.1. True and correct copies of said Affidavit Pursuant to Rule 3129.1 and Certificates of Mailing and any letters, if returned as of this date, are marked Exhibit "A", attached hereto, and made a part hereof.

I verify that the facts contained in this Affidavit are true and correct based upon my personal knowledge, information and belief.

GRENEN & BIRSIĆ, P.C.

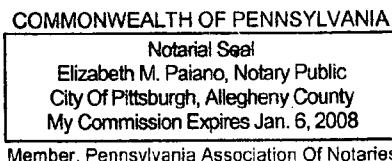
BY: 

Kristine M. Anthou, Esquire
Attorney for Plaintiff
One Gateway Center, Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 5th DAY OF November 2007.

Elizabeth M. Paiano
Notary Public



Member, Pennsylvania Association Of Notaries

EXHIBIT A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t
CHASE MANHATTAN MORTGAGE
CORPORATION,

CIVIL DIVISION

NO.: 07-987-CD

Plaintiff,

vs.

TIFFANY MARIA EBERSOLE, a/k/a
TIFFANY ANNE EBERSOLE, a/k/a
TIFFANY EBERSOLE, Administratrix of
The Estate of Karen A. Setter,

Defendant.

AFFIDAVIT PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

Chase Home Finance LLC, et al., Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property of Tiffany Maria Ebersole, a/k/a Tiffany Anne Ebersole, a/k/a Tiffany Ebersole, Administratrix of the Estate of Karen A. Setter located at 124 West Scribner Avenue, Dubois, PA, 15801 and is more fully described as follows:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF TIFFANY MARIA EBERSOLE, A/K/A TIFFANY ANNE EBERSOLE, A/K/A TIFFANY EBERSOLE, ADMINISTRATRIX OF THE ESTATE OF KAREN A. SETTER OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF DUBOIS, COUNTY OF CLEARFIELD, AND COMMONWEALTH OF PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING BEING KNOWN AND NUMBERED AS 124 WEST SCRIBNER AVE., DUBOIS, PA, 15801. INSTRUMENT #200614096, PARCEL # 7.2-1-28.

1. The name and address of the owner(s) or reputed owner(s):

Tiffany Maria Ebersole,
a/k/a Tiffany Anne Ebersole,
a/k/a Tiffany Ebersole,
Adminstratrix of the Estate of
Karen A. Setter

2703 Furnace Avenue
Altoona, PA 16602

2. The name and address of the defendants in the judgment:

Tiffany Maria Ebersole,
a/k/a Tiffany Anne Ebersole,
a/k/a Tiffany Ebersole,
Adminstratrix of the Estate of
Karen A. Setter

2703 Furnace Avenue
Altoona, PA 16602

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

Chase Home Finance LLC, et al. PLAINTIFF

4. The name and address of the last record holder of every mortgage of record:

Chase Home Finance LLC, et al. PLAINTIFF

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

Clearfield Domestic Relations 230 E. Market Street, 3rd floor
Clearfield, PA 16830

PA Department of Revenue Bureau of Compliance
P.O. Box 281230
Harrisburg, PA 17128-1230

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

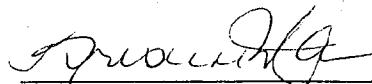
6. The name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

None

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

None

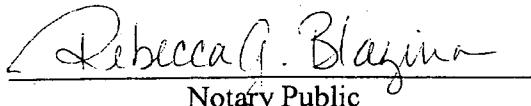
I verify that the statements made in the Affidavit are true and correct to the best of my personal knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.



Kristine M. Anthou, Esquire
Attorney for Plaintiff

SWORN to and subscribed before

me this 20th day of September, 2007.



Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Rebecca G. Blazina, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires June 2, 2011

Member, Pennsylvania Association of Notaries

Name and Address of Sender
Grenen & Birsic, P.C.
One Gateway Center, 9th Floor
Pittsburgh, PA 15222

Check type of mail or service:
 Certified
 COD
 Delivery Confirmation
 Express Mail
 Insured

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



UNITED STATES POSTAL SERVICE
 PITNEY BOWES
 02 1P
 0002421379 OCT 16 2007
 MAILED FROM ZIP CODE 15222

ee

Article Number	Addressee (Name, Street, City, State, & Zip Code)	Postage	Postage Fee	Handling Fee	Actual if Re
1. Clearfield Domestic Relations	230 E. Market Street, 3 rd Floor Clearfield, PA 16830	.41	.35		
2. PA Department of Revenue	Bureau of Compliance P.O. Box 281230 Harrisburg, PA 17128-1230	.41	.35		
3. Commonwealth of PA	Department of Welfare P.O. Box 2675 Harrisburg, PA 17105	.41	.35		
4.					
5.					
6.					
7.					
8.					
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office				
3	3				
<p>Postmaster, <i>Post Master</i> (Name of receiving employee) B. J. Long</p> <p>See Privacy Act Statement on Reverse</p>					

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t
CHASE MANHATTAN MORTGAGE
CORPORATION,

Plaintiff,

vs.

TIFFANY MARIA EBERSOLE, a/k/a
TIFFANY ANNE EBERSOLE, a/k/a
TIFFANY EBERSOLE, Administratrix of
The Estate of Karen A. Setter,

Defendant.

CIVIL DIVISION

NO.: 07-987-CD

TYPE OF PLEADING

Pa. R.C.P. RULE 3129.2(c)
AFFIDAVIT OF SERVICE
DEFENDANTS/OWNERS

FILED ON BEHALF OF PLAINTIFF:

Chase Home Finance LLC, s/b/m/t Chase
Manhattan Mortgage Corporation

COUNSEL OF RECORD FOR THIS
PARTY:

Kristine M. Anthou, Esquire
Pa. I.D. #77991

Brian M. Kile, Esquire
Pa. I.D. #89240

GRENEN & BIRSI, P.C.
One Gateway Center
Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

SALE DATE: 12/7/07

FILED NO CC
11/12/2007
NOV 07 2007
WM
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t
CHASE MANHATTAN MORTGAGE
CORPORATION,

CIVIL DIVISION

NO.: 07-987-CD

Plaintiff,

vs.

TIFFANY MARIA EBERSOLE, a/k/a
TIFFANY ANNE EBERSOLE, a/k/a
TIFFANY EBERSOLE, Administratrix of
The Estate of Karen A. Setter,

Defendant.

Pa. R.C.P. RULE 3129.2(c) AFFIDAVIT OF SERVICE
DEFENDANTS/OWNERS

Kristine M. Anthou, Esquire, Attorney for Plaintiff, Chase Home Finance LLC, s/b/m/t
Chase Manhattan Mortgage Corporation, being duly sworn according to law deposes and makes
the following Affidavit regarding service of Plaintiff's notice of the sale of real property in this
matter on December 7, 2007 as follows:

1. Tiffany Maria Ebersole, a/k/a Tiffany Anne Ebersole, a/k/a Tiffany Ebersole,
Administratrix of the Estate of Karen A. Setter is the owner of the real property and has not
entered an appearance of record.

2. By letter dated October 16, 2007, the undersigned counsel served Defendant,
Tiffany Maria Ebersole, a/k/a Tiffany Anne Ebersole, a/k/a Tiffany Ebersole, Administratrix of
the Estate of Karen A. Setter, with a true and correct copy of Plaintiff's notice of the sale of real
property by certified mail, restricted delivery, return receipt requested, addressed to 2703
Furnace Avenue, Altoona, Pennsylvania 16602. On or about October 23, 2007, the signed
certified mail receipt was returned to Plaintiff, indicating that Defendant, Tiffany Maria

Ebersole, a/k/a Tiffany Anne Ebersole, a/k/a Tiffany Ebersole, Adminstratrix of the Estate of Karen A. Setter, was served with the Notice of Sheriff's Sale. A true and correct copy of the returned certified mail receipt, is marked Exhibit "A", attached hereto and made a part hereof.

I verify that the facts contained in this Affidavit are true and correct based upon my personal knowledge, information, and belief.

GRENEN & BIRSIC, P.C.

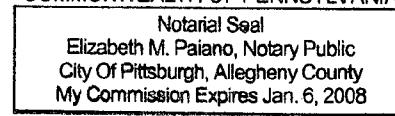
BY: Kristine M. Anthou
Kristine M. Anthou, Esquire
Attorney for Plaintiff
One Gateway Center, Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 5th DAY OF November 2007.

Elizabeth M. Paiano
Notary Public

COMMONWEALTH OF PENNSYLVANIA



Member, Pennsylvania Association Of Notaries

EXHIBIT A

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:

Tiffany Maria Ebersole
aka Tiffany Anne Ebersole
aka Tiffany Ebersole
Administratrix of the Estate
of Karen A. Setter
2703 Furnace Ave.
Altoona, PA 16602

2. Article Number

(Transfer from service label)

7007 1490 0002 5530 0779

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

X HE Ebersole

Agent
 Addressee

B. Received by (Printed Name)

1078

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

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20668
NO: 07-987-CD

PLAINTIFF: CHASE HOME FINANCE LLC, S/B/M/T CHASE MANHATTAN MORTGAGE CORPORATION
vs.

DEFENDANT: TIFFANY MARIA EBERSOLE, A/K/A TIFFANY ANNE EBERSOLE, A/K/A TIFFANY EBERSOLE,
ADMINISTRATRIX OF THE ESTATE OF KAREN A. SETTER

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 9/27/2007

LEVY TAKEN 10/18/2007 @ 11:54 AM

POSTED 10/18/2007 @ 11:55 AM

SALE HELD 12/7/2007

SOLD TO CHASE HOME FINANCE LLC, S/B/M/T CHASE MANHATTAN MORTGAGE CORPORATION

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 1/22/2008

DATE DEED FILED 1/22/2008

PROPERTY ADDRESS 124 WEST SCRIBNER AVENUE DUBOIS , PA 15801

FILED
01/19/2008
JAN 22 2008
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

@ SERVED TIFFANY MARIE EBERSOLE ET AL

NOW, OCTOBER 22, 2007 DEPUTIZED BLAIR COUNTY TO SERVE TIFFANY MARIE EBERSOLE ET AL AT 2703 FURNACE AVENUE,
ALTOONA, PENNSYLVANIA, WITH THE WRIT, NOTICE OF SALE AND COPY OF THE LEVY.

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

10/30/2007 @ 10:45 AM SERVED TIFFANY MARIE EBERSOLE ET AL

BLAIR COUNTY SHERIFF'S OFFICE SERVED TIFFANY MARIE EBERSOLE, ET AL, DEFENDANT, AT HER RESIDENCE 2703 FURNACE
AVENUE, ALTOONA, PENNSYLVANIA BY HANDING TO TIFFANY MARIE EBERSOLE ET AL

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20668
NO: 07-987-CD

PLAINTIFF: CHASE HOME FINANCE LLC, S/B/M/T CHASE MANHATTAN MORTGAGE CORPORATION
VS.
DEFENDANT: TIFFANY MARIA EBERSOLE, A/K/A TIFFANY ANNE EBERSOLE, A/K/A TIFFANY EBERSOLE,
ADMINISTRATRIX OF THE ESTATE OF KAREN A. SETTER

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$197.87

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

____ Day of _____ 2006

So Answers,

Chester Hawkins
by Amhera Butler-Aufhaug
Chester A. Hawkins
Sheriff

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

Chase Home Finance LLC, s/b/m/t
Chase Manhattan Mortgage Corporation

Vs.

NO.: 2007-00987-CD

Tiffany Maria Ebersole, a/k/a Tiffany Anne Ebersole,
a/k/a Tiffany Ebersole, Administratrix of
The Estate of Karen A. Setter

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:

(1) See Attached Description

AMOUNT DUE/PRINCIPAL:.....\$49,077.95
INTEREST FROM 8/14/07 to 12/20/07:..\$1,159.82
ATTY'S COMM: \$
DATE: 09/26/2007

PROTH. COSTS PAID:...\$125.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 27th day
of September A.D. 2007
At 3:15 A.M./P.M.

Christina A. Henklein
Sheriff by Cynthia Butler, Deponent

Requesting Party: Kristine M. Anthou, Esq.
One Gateway Center, Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE HOME FINANCE LLC, s/b/m/t
CHASE MANHATTAN MORTGAGE
CORPORATION,

CIVIL DIVISION

NO.: 07-987-CD

Plaintiff,

vs.

TIFFANY MARIA EBERSOLE, a/k/a
TIFFANY ANNE EBERSOLE, a/k/a
TIFFANY EBERSOLE, Administratrix of
The Estate of Karen A. Setter,

Defendant.

LONG FORM DESCRIPTION

All that certain piece or parcel of land situate in the Second Ward of the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

Being known as the eastern one-half of Lot No. 35 of John E. Dubois' Addition to the Borough (now City) of DuBois, and being bounded on the South by West Scribner Avenue; on the East by Land of G.W. Tozier, or Lot No. 36; on the North by an Alley, now West Park Avenue; on the West by other land of S.H.W. Bell, and being Thirty (30) feet wide on Scribner Avenue and extending Northerly between parallel lines with the land of G.W. Tozier, to a depth of One Hundred and Sixty (160) feet to the alley now called West Park Avenue as a part of the said John E. DuBois Addition being recorded in Clearfield County Misc. Book U, page 220.

Under and subject to all reservations and exceptions as contained in prior deeds of conveyances.

Being the same premises which Joseph J. Elias (deceased 4-29-1973) and Carmelita L. Elias, of the City of DuBois, Clearfield County, Pennsylvania, by and through her Power of Attorney, Paul J. Elias, specifically constituted by Power of Attorney dated June 16, 1999, and recorded on August 22, 2006 instrument number 200614095, granted and conveyed unto Karen

A. Setter by Deed dated August 11, 2006 and recorded August 22, 2006 at Instrument Number 200614096 in the Recorder's Office of Clearfield County, Pennsylvania.

GRENEN & BIRSM, P.C.

By: Kristine M. Anthou

Kristine M. Anthou, Esquire
Attorneys for Plaintiff
One Gateway Center, Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

Parcel # 7.2-1-28

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME TIFFANY MARIE EBERSOLE ET AL

NO. 07-987-CD

NOW, January 22, 2008, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on December 07, 2007, I exposed the within described real estate of Tiffany Maria Ebersole, A/K/A Tiffany Anne Ebersole, A/K/A Tiffany Ebersole, Administratrix Of The Estate Of Karen A. Setter to public venue or outcry at which time and place I sold the same to CHASE HOME FINANCE LLC, S/B/M/T CHASE MANHATTAN MORTGAGE CORPORATION he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	18.43
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$197.87

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	30.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$30.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	49,077.95
INTEREST @ %	0.00
FROM TO 12/07/2007	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	1,159.82
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$50,257.77

COSTS:

ADVERTISING	956.55
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.50
SHERIFF COSTS	197.87
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,598.92

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

CHESTER A. HAWKINS, Sheriff

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20668

TERM & NO. 07-987-CD

CHASE HOME FINANCE LLC, S/B/M/T CHASE MANHATTAN MORTGAGE CORPORATION

VS.

TIFFANY MARIA EBERSOLE, A/K/A TIFFANY ANNE EBERSOLE, A/K/A TIFFANY EBERSOLE, ADMINISTRATRIX OF THE ESTATE OF KAREN A. SETTER

DOCUMENTS TO BE SERVED:

NOTICE OF SALE
WRIT OF EXECUTION
COPY OF LEVY

SERVE BY: ASAP

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

SERVE: TIFFANY MARIE EBERSOLE ET AL

ADDRESS: 2703 FURNACE AVENUE
ALTOONA, PA 16602

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF BLAIR COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Monday, October 22, 2007.

RESPECTFULLY,



CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

DATE RECEIVED

DATE PROCESSED

SHERIFF'S DEPARTMENT

BLAIR COUNTY, PENNSYLVANIA
COURTHOUSE, HOLLIDAYSBURG, PA. 16648

SHERIFF SERVICE
PROCESS RECEIPT, and AFFIDAVIT OF RETURN

INSTRUCTIONS:

Print legibly, insuring readability of all copies.

Do not detach any copies. BCSD ENV. #

1. PLAINTIFF / S /

Chase Home Finance LLC, et al.

2. COURT NUMBER

07-987-CD (Clearfield)

3. DEFENDANT / S /

Tiffany Maria Ebersole, et al.

4. TYPE OF WRIT OR COMPLAINT

Execution - Real Estate

SERVE



5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD.

6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

2703 Furnace Avenue, Altoona, PA, 16602

7. INDICATE UNUSUAL SERVICE: PERSONAL PERSON IN CHARGE DEPUTIZE CERT. MAIL REGISTERED MAIL POSTED OTHER

NOW, October 22, I, SHERIFF OF BLAIR COUNTY, PA., do hereby depose the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.

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

Please serve Notice of Sale, Writ of Execution, copy of levy.

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

9. SIGNATURE of ATTORNEY or other ORIGINATOR requesting service on behalf of:

PLAINTIFF
 DEFENDANT

10. TELEPHONE NUMBER

412-281-7650 9/20/07

11. DATE

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

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

SIGNATURE of Authorized BCSD Deputy or Clerk and Title

13. Date Received

14. Expiration/Hearing date

10-23-07 ASAP

15. I hereby CERTIFY and RETURN that I have personally served. have served person in charge. have legal evidence of service as shown in "Remarks" (on reverse) have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by handing or Posting a TRUE and ATTESTED COPY thereof.16. I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)

17. Name and title of individual served

Sue Tiffany M Ebersole

18. A person of suitable age and discretion then residing in the defendant's usual place of abode. Read Order

19. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

Sue

20. Date of Service

21. Time

20 Oct 1045 AM

22. ATTEMPTS

Date Miles Dep. Int. Date Miles Dep. Int. Date Miles Dep. Int. Date Miles Dep. Int.

23. Advance Costs

24.

25.

26.

27. Total Costs

28. COST DUE OR REFUND

150.00 Recd 127639 2150 500 26.50 123.50

30. REMARKS

SO ANSWER.

AFFIRMED and subscribed to before me this 30th

By (Sheriff/Dep. Sheriff) (Please Print or Type)

day of

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Timothy J. Sysengill, Notary Public
Hollidaysburg, Boro, Blair County
My Commission Expires April 18, 2011

Member, Pennsylvania Association of Notaries

Date

20 Oct 07

Date

SHERIFF OF BLAIR COUNTY

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

39. Date Received

SHERIFF'S RETURN OF SERVICE

() (1) The within _____ upon _____ the within named defendant by mailing to _____ by _____ mail, return receipt requested, postage prepaid _____ on the _____, a true and attested copy thereof at _____

The return receipt signed by _____ defendant on the _____ is hereto attached and made part of this return.

() (2) Outside the Commonwealth, pursuant to Pa. R.C.P. 405 (c) (1) (2), by mailing a true and attested copy thereof at _____

in the following manner: _____

(a) To the defendant by () registered () certified mail, return receipt requested, postage prepaid, addressee only on the _____ said receipt being returned NOT signed by defendant, but with a notation by the Postal Authorities that defendant refused to accept the same. The returned receipt and envelope is attached hereto and made part of this return.

And thereafter:

(b) To the defendant by ordinary mail addressed to defendant at same address, with the return address of the Sheriff appearing thereon, on the _____

I further certify that after fifteen (15) days from the mailing date, I have not received said envelope back from the Postal Authorities. A certificate of mailing is hereto attached as a proof of mailing.

() (3) By publication in a daily publication of general circulation in the County of Blair Commonwealth of Pennsylvania, _____ time (s) with publication appearing _____

The affidavit from said publication is hereto attached.

() (4) By mailing to _____ by _____ mail, return receipt requested, postage prepaid, on the _____ a true and attested copy thereof at _____

The _____ returned by the Postal Authorities marked _____ is hereto attached.

() (5) Other _____

FILED

JAN 22 2008

William A. Shaw
Prothonotary/Clerk of Courts