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William A. Shaw
Prothonotary Clerk of Courts
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION - LAW

21st MORTGAGE CORPORATION, successor)
to Vanderbilt Mortgage and Finance Inc.,)
Assignee of Chase Manhattan Bank, USA)
Plaintiff)
vs.)
ROBERT E. MACTAVISH,)
Defendant)

NO. 2007-2013-C0

MORTGAGE FORECLOSURE

NOTICE TO DEFEND

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. 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 OFFICE LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

GROSS MCGINLEY LABARRE & EATON

By: Thomas E. Reilly
Thomas E. Reilly, Jr., Esquire
Attorney for Plaintiff
Attorney I. D. No. 41668

Jan 21, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
William A. Shaw 6K
Deputy Prothonotary

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

21st MORTGAGE CORPORATION, successor) NO.
to Vanderbilt Mortgage and Finance Inc.,)
Assignee of Chase Manhattan Bank, USA)
Plaintiff)
vs.)
ROBERT E. MACTAVISH,)
Defendant)

COMPLAINT

And now, comes the Plaintiff, 21st Mortgage Corporation, successor to Vanderbilt Mortgage and Finance, Inc., assignee of Chase Manhattan Bank, USA by and through its attorney, Thomas E. Reilly, Jr., Esquire, and in support of the within causes of action avers as follows:

1. Plaintiff, 21st Mortgage Corporation ("Lender") is a Delaware Corporation with an office located at 620 Market Street, One Centre Square, Knoxville, Tennessee 37902.
2. Defendant, Robert E. MacTavish, is an adult individual residing at 414 E. Locust Street, Apartment A, Clearfield, Clearfield County, PA 16830.
3. Defendant is the owner of certain real property located at 1066 VFW Road, Frenchville, Covington Township, Clearfield County, Pennsylvania and more specifically described in Exhibit "A" which is attached hereto and incorporated herein.

4. On or about July 25, 2003, Defendant executed and delivered a Mortgage to Chase Manhattan Bank, USA, NA, upon the Premises, which Mortgage was recorded on July 31, 2003 in the Office of the Recorder of Deeds, Clearfield County, Pennsylvania, at Instrument Number 200313611 (the "Mortgage"). A true and correct copy of the Mortgage is attached hereto, marked as Exhibit "B", and incorporated herein.

5. The Mortgage was given as collateral security for a loan to the Defendant, as evidenced by a Promissory Note executed by the Defendant on July 25, 2003 in the principal amount of Sixty-two Thousand Five Hundred Twenty-four Dollars and Seventy-one Cents (\$62,524.71) (the "Contract"). A true and correct copy of the Contract is attached hereto, marked as Exhibit "C", and incorporated herein.

6. Defendant has failed to pay to the Lender the monthly mortgage payments of principal and interest due with regard to the Contract and Mortgage since April 23, 2007.

7. Because of the aforesaid default, on or about August 28, 2007 an Act 91 Notice to take action to save your home from foreclosure was mailed to the Defendant, by certified mail, return receipt requested, wherein Plaintiff demanded that the Defendant make a payment of \$3,454.70 as required by the Mortgage in order to cure the aforesaid default. A true and correct copy of the said Act 91 Notice is attached hereto and marked as Exhibit "D", and incorporated herein.

8. A copy of the Verification Notice pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. Section 1692, is attached hereto, marked as Exhibit "E", and incorporated herein.

9. Defendant has failed to pay the amount demanded in the Act 91 Notice.

10. Pursuant to the Mortgage, Plaintiff is permitted to recover reasonable attorney's fees as part of this Mortgage Foreclosure Action.

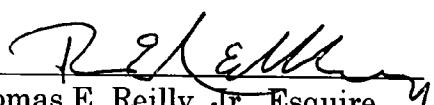
Plaintiff anticipates the legal fees in this matter will be One Thousand One Hundred Twenty-five Dollars (\$1,125.00).

11. As a result of the Defendant's failure to pay the amount demanded in the Act 91 Notice, the following amounts are now due pursuant to the terms of the Contract and Mortgage:

Principal Balance	\$60,711.93
Interest to 11/24/07	3,469.39
Late Charges	110.00
Escrow Due	2,311.78
Attorney Fees & Costs	1,125.00
TOTAL	<u>\$67,728.10</u>

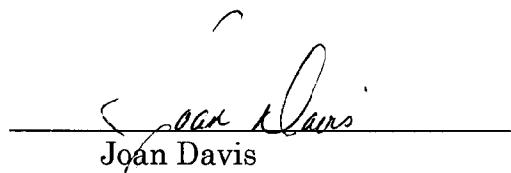
WHEREFORE, Plaintiff demands a judgment in Mortgage Foreclosure in its favor and against the Defendant in the amount of \$67,728.10, plus per diem interest of \$16.70/day from November 24, 2007, late charges, costs of foreclosure and sale of the property and costs of this proceeding.

GROSS MCGINLEY LABARRE & EATON


Thomas E. Reilly, Jr., Esquire
Attorney for 21st Mortgage Corp.
Attorney I.D. No. 41668
33 S. 7TH Street, PO Box 4060
Allentown, PA 18105-4060

VERIFICATION

I, Joan Davis, state that I am the Legal Coordinator for 21st Mortgage Corporation, Plaintiff in the within action, and as such, I am authorized to make this Verification on behalf of the said 21st Mortgage Corporation, and verify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.



Joan Davis

Dated: Dec. 5, 2007

ALL THAT parcel of land known as Lot 4 of the Daniel King Riehl, Jr., Subdivision dated June 1, 1999, said Lot lying $\frac{1}{2}$ mile south of Pennsylvania State Route 879 with Township Road T-648 in Covington Township, Clearfield County, Pennsylvania and being more particularly described as follows:

BEGINNING at a point in the centerline of an unnamed tributary to Sandy Creek at the northeast corner of Lot 3 of the above referenced subdivision, said point being the northwest corner of the land hereby conveyed and running; thence N 49-26-30 E 113.34 feet along the centerline of the unnamed tributary to Sandy Creek to a point; thence N 60-53-09 E 116.07 feet along the same to a point; thence N 88-50-18 E 80.88 feet to a point and corner of Lot 5; thence S 02-51-42 W 329.84 feet to a spike set in the centerline of a 50 foot private Road right-of-way, said line passing through a $\frac{3}{4}$ inch rebar set back 16.50 feet from the said centerline of a Private Road right-of-way to a point; thence S 70-07-38 W 88.14 feet along the same to a point; thence S 67-50-04 W 100.92 feet along the same to a spike set; thence N 05-47-33 E 290.32 feet along Lot 3 to a point in the centerline of the unnamed tributary to Sandy Creek and place of beginning, said line passing through a $\frac{3}{4}$ inch rebar set at 16.50 feet.

BEING THE SAME PREMISES which Thomas A. Gouge, individual and Diane W. Cheek, individual, by their Deed dated July 24, 2003 and recorded on July 31, 2003 in the Office of the Recorder of Deeds in and for the County of Clearfield at Instrument Number 200323610, granted and conveyed unto Robert E. Mactavish, the within mortgagor, his heirs and assigns.

BEING PARCEL NUMBER: 111-Q5-169

EXHIBIT "A"

RECORDATION REQUESTED BY:

Chase Manhattan Bank USA, N. A.
c/o CMMC 110 OAKWOOD DR., STE. 200
WINSTON-SALEM, NC 27103

WHEN RECORDED MAIL TO:

Chase Manhattan Bank USA, N. A.
c/o Chase Manhattan Mortgage Corporation
Document Control Department
1500 North 19th Street 6-North (MH)
Monroe, LA 71201

SEND TAX NOTICES TO:

Robert E. MacLavish
1066 VFW Road
Frenchville, PA 16836

_____ [Space Above This Line For Recording Data] _____

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 25, 2003. The mortgagor is Robert E. MacLavish, RR 1 Box 245 C, West Decatur, PA 16878 ("Borrower"). This Security Instrument is given to Chase Manhattan Bank USA, N.A., which is organized and existing under the laws of the United States of America and whose address is P. O. Box 15569 Wilmington, DE 19850-5569 ("Lender"). Borrower owes Lender the principal sum of Sixty-Two Thousand Five Hundred Twenty-Four and 71/100 Dollars (U.S. \$62,524.71). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 24, 2033. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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 Clearfield County, Pennsylvania:

SEE EXHIBIT "A" ATTACHED

which has the address of 1066 VFW Road
[Street] Frenchville
[City]

Pennsylvania 16836 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all basements, 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.

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

EXHIBIT

"B"

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the

insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.

Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty 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. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. 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.

7. Protection of Lender's Rights In the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, 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 approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 delivered or mailed 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.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, 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.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 17 unless applicable law provides otherwise). Lender shall notify borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. 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 without charge to Borrower. Borrower shall pay any recordation costs.

23. 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.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. 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.

26. 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.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 Manufactured Home Rider

Condominium Rider
 Planned Unit Development Rider
 Rate Improvement Rider
 Construction Loan Rider

1-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider
 Affidavit

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

Witnesses:

Witnesses:



Battcnr.

(Seal)

Borrower Robert E. MacIavish

Social Security Number: 177606707

Borrower

Social Security Number:

I certify that the precise address of the within named Lender is:

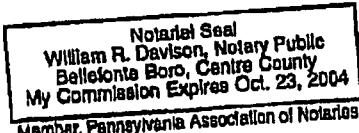
Chase Manhattan Bank USA, N. A.
c/o CMMC 110 OAKWOOD DR., STE. 200
WINSTON-SALEM, NC 27103

Signature: _____
Agent on Behalf of Lender

[Space Below This Line For Acknowledgement]

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Clearfield) \$5.00

On this 25 day of July, 2023, before me the subscriber personally appeared Robert E. McTavish (and) _____ to me known and known to me to be the same person(s) described in and who executed the foregoing instrument, and (s)he/they duly (jointly and severally) acknowledged to me that (s)he/they executed the same.



Notary Public : State of PA
Qualified in the County of Chester
My Commission expires: 10-23-01

[Space Below This Line Reserved For Lender and Recorder]

After recording mail to: **Chase Manhattan Bank USA, N. A.**
c/o Chase Manhattan Mortgage Corporation
Document Control Department
1500 North 19th Street 6-North (MH)
Monroe, LA 71201

This Instrument Prepared by:

Syracuse Metro Abstract

EXHIBIT A

ALL that parcel of land known as Lot 4 of the Daniel King Riehl, Jr. Subdivision dated June 1, 1999, said Lot lying $\frac{1}{2}$ mile south of Pennsylvania State Route 879 with Township Road T-648 in Covington Township, Clearfield County, Pennsylvania and being more particularly described as follows:

BEGINNING at a point in the centerline of an unnamed tributary to Sandy Creek at the northeast corner of Lot 3 of the above referenced subdivision, said point being the northwest corner of the land hereby conveyed and running; thence N 49-26-30 E 113.34 feet along the centerline of the unnamed tributary to Sandy Creek to a point; thence N 60-53-09 E 116.07 feet along the same to a point; thence N 88-50-18 E 80.88 feet to a point and corner of Lot 5; thence S 02-51-42 W 329.84 feet to a spike set in the centerline of a 50 foot Private Road right-of-way, said line passing through a 3/4 inch rebar set back 16.50 feet from the said centerline of a Private Road; thence S 77-32-13 W 107.39 feet along the centerline of the 50 foot Private Road right-of-way to a point; thence S 70-07-38 W 88.14 feet along the same to a point; thence S 67-50-04 W 100.92 feet along the same to a spike set; thence N 05-47-33 E 290.32 feet along Lot 3 to a point in the centerline of the unnamed tributary to Sandy Creek and place of beginning, said line passing through a 3/4 inch rebar set at 16.50 feet.

CHASE MANHATTAN BANK USA, N.A.
PROMISSORY NOTE AND SECURITY AGREEMENT - MANUFACTURED HOME - FIXED RATE

MEANING OF SOME WORDS. In this Promissory Note and Security Agreement (this "Note"), (1) "you" and "your" mean anyone who signs it, (2) "we," "us" and "our" means Chase Manhattan Bank USA, N.A. and its successors and assigns, (3) "Loan" means the loan we made to you in the principal amount of \$62,524.71, (4) "Security Instrument" means the Mortgage, Open-end Mortgage, Deed of Trust or Credit Line Deed of Trust dated the same date as this Note, and any riders to it, (5) "Construction Loan Agreement" means the agreement (if any) between you and us dated the same date as this Note, (6) "Loan Documents" means the Note, the Security Instrument, and the Construction Loan Agreement, and (7) "Manufactured Home" or "Home" mean the manufactured home and the additional Appliances, Accessories and Furnishings sold with it.

PROMISE TO PAY AND PAYMENT TERMS. You promise to pay us the principal amount of \$62,524.71 plus interest. Interest will be computed and charged at the yearly rate of 9.75 (the "Note Rate"). The principal includes any prepaid finance charges that we advanced on your behalf. When we calculate interest, every year shall consist of 365 days. You promise to pay interest at the Note Rate on the balance due on this Note until it is paid in full. Interest will be computed and charged from the date you make each payment to the date that you actually make your next payment, without regard to the date that you are scheduled to make your payments. Early payments may decrease the total amount of interest you must pay on this Note; late payments may increase the total amount of interest you must pay on this Note.

You promise to pay principal and interest by paying to us 360 monthly payments in the amount of \$537.18 each. Your first payment will be due on November 24, 2003, and subsequent payments will be due on the same day of each month after that. Unless we agree differently in writing, or are otherwise required by law, payments will be applied first to accrued unpaid interest, then to principal, next to unpaid advances we make on your behalf, and last to any unpaid collection costs and late charges. If on October 24, 2033, you still owe amounts under this Note, you will pay those amounts in full on that date (the "Maturity Date"). You will make all payments to Chase Manhattan Bank USA, N.A., c/o Chase Manhattan Mortgage Corporation, P. O. Box 91958, Cleveland, OH 44101-3958, or any other address to which we later tell you (in writing) to send your payments. We do not intend to charge or collect any interest, charge, or fee that is more than the law allows. If we charge or collect any amount over what the law allows, we will apply the excess first to the principal balance, and we will refund any excess if you have paid in full all amounts due under the Loan Documents. Any amount applied to principal will be treated as a partial prepayment.

LATE CHARGE; DISHONORED CHECK CHARGE: Each time you fail to make a payment in full within 15 days after it is due, you will pay a late charge of five percent (5%) of the unpaid amount of such payment or five dollars (\$5), whichever is less. Only one late charge may be collected on any installment no matter how long it remains in default. If a check, draft or similar instrument you give us for payment on your account is not paid or is dishonored by your financial institution, you will pay us a bad check charge of \$20, or the maximum amount allowed by law, if less.

YOUR RIGHT TO PREPAY: YOU MAY PREPAY ANY AMOUNTS DUE UNDER THIS NOTE AT ANY TIME WITHOUT PENALTY. If you (1) prepay this Note in full, or (2) default and fail to cure your default and we demand payment of the entire balance due on this Note, no portion of any Prepaid Finance Charge will be rebated. All Prepaid Finance Charges are earned when paid.

DESCRIPTION OF THE MANUFACTURED HOME.

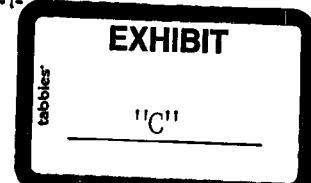
New New/Used	2004 Year	Fleetwood Manufacturer's Name	Suncrest 3523J Model Name & Model No.	56 x 24 Manufacturer's Serial #
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The Manufactured Home includes the additional Appliances, Accessories and Furnishings:

Item	Serial #	Item	Serial #
Coleman A/C			

LOCATION OF THE MANUFACTURED HOME. Until all amounts owed under the Loan Documents are paid in full, you promise the Manufactured Home will be permanently affixed to the real property described in the Security Instrument. We will send all notices concerning your Home and your Loan to:

1066 VFW Road Street or Route	Frenchville City	Clearfield County	PA State	18836 Zip Code
----------------------------------	---------------------	----------------------	-------------	-------------------



OUR SECURITY INTEREST: To secure payment of all sums due or which become due under the Loan Documents, and your performance of all other terms of Loan Documents, you grant us a security interest in (1) the Manufactured Home, and all accessions, attachments, accessories, replacements and additions to the Home, whether added now or later, (2) the "Property" described in the Security Instrument, (3) your rights to refunds of premiums for and payments under, and proceeds of any insurance purchased with the proceeds of this Note, and (4) proceeds and products of all of the foregoing (collectively, the "Collateral"). Our security interest shall remain in effect until you have paid in full all amounts due under the Loan Documents. Despite any other provision of the Loan Documents, however, we are not granted, and will not have, a nonpurchase money security interest in household goods, to the extent such a security interest would be prohibited by applicable law. You will pay any filing or recording fees necessary for us to get and keep in force our security interest, and any release, discharge or termination fees, after the Loan is paid in full.

ASSUMPTION: Someone buying your Manufactured Home and the real property on which it is located cannot assume the remainder of the Loan on the original terms.

REQUIRED HAZARD INSURANCE: You must insure the Manufactured Home and the Property described in the Security Instrument against loss by fire, and other hazards included within the term "extended coverage." Whenever the Manufactured Home is transported on the highway, you must have trip insurance. Whenever the Manufactured Home is located in an area that has been identified by the Federal Emergency Management Agency as an area having special flood hazards, you must get flood insurance. This "Required Insurance" must be in an amount equal to the lesser of the actual cash value of the Manufactured Home or the remaining unpaid balance owing under the Loan Documents, with deductibles not to exceed \$500. The Required Insurance must (1) be issued by an insurer and have terms and conditions satisfactory to us, (2) name "Chase Manhattan Bank USA, N.A. and its successors and assigns, as their interests may appear", as loss payee, (3) provide that such insurance will not be canceled or modified without at least 30 days prior written notice to the loss payee, and (4) not include any disclaimer of the insurer's liability for failure to give such notice.

You agree to keep the Required Insurance in force until all amounts you owe us under the Loan Documents are paid in full. You will provide us with the original insurance policy, or other proof satisfactory to us of the Required Insurance. You will provide us with proof of renewal of the Required Insurance at least 30 days prior to any scheduled termination. You will not allow any condition to exist which would, in any way, invalidate insurance on the Property. In the event of loss or damage to the Manufactured Home, we may require additional security or assurances of payment before we allow any amounts paid by the insurance company (the "Insurance Proceeds") to be used to repair or replace the Manufactured Home. We may, if we want, use any Insurance Proceeds to reduce any unpaid balance due on the Loan. You authorize us to adjust your losses, and sign your name to any check, draft or other papers necessary to obtain Insurance Proceeds. You authorize any insurer to pay us directly. If Insurance Proceeds paid to us do not pay off all amounts you owe us under the Loan Documents, you are responsible for the balance.

If at any time you fail to buy or keep in force the Required Insurance, we may (but are not required to) get it for you, at your expense. This insurance may be, at our option, single or dual interest insurance. You authorize us to release to third parties any information necessary to monitor the status of insurance on your Manufactured Home, and to get the insurance described in the Loan Documents. You agree that we or one of our affiliates may earn a fee or commission in connection with placement of any insurance sold in connection with the Loan Documents to the extent permitted by law.

CARE OF THE COLLATERAL: You agree that:

1. **Our Lien.** You will do whatever is necessary to keep our claim to a first priority security interest in the Collateral valid and will not grant or permit any lien on the Collateral other than ours. You will not try to sell or transfer any rights in the Collateral without our prior written consent. You will sign any additional documents or provide us with any additional information we may require in connection with our claim to the Collateral.
2. **Use of the Home.** You will keep the Manufactured Home and the Property in your possession in good condition and repair. You will maintain the Required Insurance. You will not use the Manufactured Home or the Property for business or rent it to someone else without getting our permission in writing first. You will use the Manufactured Home and the Property only for its intended and lawful purposes.
3. **No Sale.** You will not sell or transfer any rights in the Collateral without our prior written consent.
4. **Taxes and Assessments.** You will pay when due all taxes, fees, expenses, and assessments on or against the Manufactured Home and the Property, and any park or lot rent or related charges.
5. **Our Right to Information.** You will notify us promptly of any loss, or damage to, or confiscation, or theft of the Manufactured Home and the Property. When we ask for it, You promptly will provide us with proof that (1) you have the insurance required under the Loan Documents, (2) all taxes assessed against the Manufactured Home and the Property have been paid, (3) all park or lot rent (and any other related charges) due have been paid, (4) our lien is the only lien against the Collateral, and (5) the Manufactured Home and the Property is in good condition and repair. You will provide us reasonable access to the Manufactured Home and the Property for the purpose of inspection.

DEFAULT: You will be in default on the Loan if: (1) You fail to make when due any payment under the Loan Documents; or (2) You fail to keep any other promise you have made in any Loan Document; or (3) you die or become legally unable to manage your affairs; or (4) any statement of fact, representation or warranty you make to us in your loan application, or in any Loan Document is false, misleading, inaccurate, or incomplete.

NOTICE OF DEFAULT: If you are in default, we will send you a Notice of Default and Right to Cure Default (the "Notice"), when required by law. The Notice will explain why you are in default and how you can cure it. If we are required to send you a Notice, we will not accelerate the unpaid balance of the Note, or repossess or foreclose on any Collateral until after we send you the Notice, and any cure

period it describes has passed. We may not be required to send you a Notice if (1) you have abandoned the Collateral, (2) you received two Notices in the prior one-year period, or (3) other extreme circumstances exist.

REMEDIES: If you are in default on the Loan, we have all of the remedies provided by law, by this Note, and the other Loan Documents. Before using a remedy, we will send you any notice and wait for any cure period that the law may require for that remedy. Our remedies include the following:

1. **Entire Balance Due Immediately.** We may require you to immediately pay us all amounts due under the Loan Documents.
2. **Advances to Protect the Collateral.** We may, but are not required to, pay taxes, insurance premiums, fees, expenses, charges or assessments respecting the Manufactured Home or the Property, or pay to satisfy liens on or to make repairs to the Manufactured Home or the Property if you have not done so as required in this Note. Any amount we pay may be added to the amount you owe us and will be secured by the Collateral. At our sole option, we may (1) demand that you repay these amounts immediately, (2) add these amounts to your regularly scheduled payments, (3) add these amounts as additional installments due, or (4) add these amounts to the final installment due on this Note. You will pay us interest at the Note Rate on any such amounts not repaid immediately by you.
3. **Attorney's Fees.** You will pay our costs for collecting amounts you owe us, including, without limitation, court costs, reasonable attorneys' fees (if we refer your Loan for collection to an attorney who is not our salaried employee) to the extent permitted by law.
4. **Repossession.** At our option, to the extent permitted by law, we may elect to treat the Manufactured Home as personal property (the "Personal Property Collateral"). We may repossess the Personal Property Collateral if: (1) you are in default, and (2) you do not use any right to cure your default that you may have, and (3) we declare immediately payable in full the entire balance due on the Loan Documents, and (4) we send you any Notice of Acceleration required by law, and (5) within the time stated in the Notice of Acceleration you fail to pay us the entire balance due on the Loan Documents. After we follow these steps, we may repossess without giving you any further notice. We may repossess peacefully from the place where the Personal Property Collateral is located without your permission. We also may require you to make the Personal Property Collateral available to us at a place we designate that is reasonably convenient to you and us. At our option, to the extent permitted by law, we may detach and remove Personal Property Collateral from the real property on which it is located, or we may take possession of it and leave it on the real property. You agree to cooperate with us if we exercise these rights.

After we repossess, we may then sell the Personal Property Collateral and apply what we receive to our reasonable repossession, repair, storage, and sale expenses, and then toward any other amounts you owe under the Loan Documents, as allowed by law.

If we repossess, we also may take possession of any other property anywhere in or attached to the Personal Property Collateral. We agree to return all such property to you upon your request. We may hold the property for you at your risk without liability on our part. If we take possession of any such property, we will notify you in writing. If you do not then promptly claim and take possession of this property, we have your permission to dispose of it in a reasonable manner. You will pay any reasonable charges which we may incur for storing or shipping such property.

5. **Cancel Financed Insurance.** We may cancel any insurance for which all or a part of the premium or charge was financed hereunder and obtain a refund of unearned premiums or charges and apply them against amounts owing under the Loan Documents.
6. **Suit for Deficiency.** Except when prohibited by law, we may sue you for additional amounts if the sale proceeds do not pay all you owe us.
7. **Cumulative Remedies.** By choosing any one or more of these remedies, we do not waive our right to later use one or more other remedies, except as limited by applicable law. Exercise of any one or more remedies against one or more of you will not prevent us from pursuing any other remedy or remedies against any one or more of you in the future. If we do not act on any default, we do not give up our right to later treat that type of event as a default.

OBLIGATIONS INDEPENDENT: Each of you who signs this Note is independently responsible to pay any amounts which are due or become due under it and to keep the other promises made in this Note. Each of you has this responsibility even if: (1) someone else has also signed it; or (2) we release or do not try to collect amounts due from another who is also responsible to pay this Note; or (3) we release any security or do not try to take back any Collateral; or (4) we give up any other rights we may have; or (5) we extend new credit or renew this Note.

WAIVER: Unless the law or this Note provide otherwise, we are not required to: (1) demand payment of amounts due; (2) give notice that amounts due have not been paid, or have not been paid in the appropriate amount, time, or manner; or (3) give notice that we intend to make, or are making, this Note immediately due.

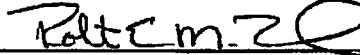
LAW THAT APPLIES TO THIS NOTE: This Note shall be governed by the applicable laws and regulations of the United States and of the state where the Home is to be permanently affixed. If a court decides that any part of the Note is not valid, the rest of the Note still will be binding and effective.

ENTIRE AGREEMENT: The Loan Documents state the entire agreement between you and us concerning the terms and conditions of our Loan to you, and may be changed only by a writing signed by you and us. **THE LOAN DOCUMENTS MAY NOT BE CHANGED ORALLY.**

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

If you do not meet your contract obligations, you may lose the Manufactured Home, any other property you bought with the Loan, or other household goods and furniture.

You acknowledge that on July 25, 2003 you read, signed, and received a completely filled in copy of this Note.

Borrower 
Robert E. Mactavish

Borrower _____

Borrower _____

Borrower _____

For Persons with No Personal Liability on the Loan.

You are signing this Agreement, with the intent to be legally bound, only to give us a security interest in the Collateral. You agree to all of the terms and conditions of this Agreement. You also are waiving any homestead rights to the extent permitted by law. However, you have no personal obligation to pay the Loan.

X _____

X _____

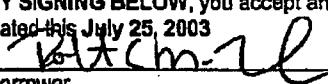
CONSTRUCTION LOAN RIDER AMENDING NOTE

This Rider is incorporated into and shall be deemed to amend and supplement the Promissory Note and Security Agreement (the "Note") of the same date given by the undersigned Borrower to evidence your indebtedness (the "Loan") to Chase Manhattan Bank USA, N.A. and its successors and assigns. All terms defined in the Note shall have the same meaning in this Rider. You hereby agree to the following:

1. **CONSTRUCTION/PERMANENT LOAN:** The Note, as amended by this Rider, is for both a construction loan and a permanent mortgage loan. During the Construction Period of the Loan, we will advance funds in accordance with the Construction Loan Agreement dated the same date as this Rider (the "Construction Loan Agreement"). The "Construction Period" is the period extending from the date of our initial advance of funds until the Completion Date specified in the Construction Loan Agreement. On the day the Construction Period ends, the Loan will be a permanent mortgage loan ("Permanent Mortgage Loan Date").
2. **INTEREST AND PAYMENTS:** Choose (A) or (B): (A) Interest will accrue on the total amount advanced under your Note beginning on the Permanent Mortgage Loan Date. (B) You will pay interest only on the amounts advanced at the Note Rate during the Construction Period of the Loan. Your Construction Period interest payments will be due and payable twenty (20) days after being billed by us. Any portion of a payment we receive in excess of the interest due during the Construction Period or any funds we do not advance under the Construction Loan Agreement may, at our option, be used to pay costs associated with the Construction Period or may be credited as a partial prepayment of the Principal amount of the Loan. Beginning on the Permanent Mortgage Loan Date, principal and interest payments will be due and payable as set forth in the Note. Interest will be computed and charged from the date you make each payment to the date that you actually make your next payment, without regard to the date that you are scheduled to make your payments. However, after the Permanent Mortgage Loan Date, if you make a monthly payment before it is due, interest will be computed and charged to the date of the most recent bill we have sent you.
3. **PERMANENT AFFIXATION OF THE MANUFACTURED HOME:** Notwithstanding anything to the contrary contained in the Note, you promise that the Manufactured Home described in the Note (the "Manufactured Home") will be permanently affixed to the real property described in the Note from the time immediately prior to the final advance under the terms of the Construction Loan Agreement until the Note is paid in full.
4. **NOTICE OF NO ORAL AGREEMENT:** THE NOTE, THIS RIDER, THE CONSTRUCTION LOAN AGREEMENT, AND THE SECURITY INSTRUMENT, AS AMENDED, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

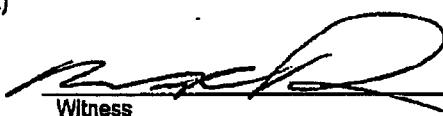
BY SIGNING BELOW, you accept and agree to the terms and covenants contained in this Rider.

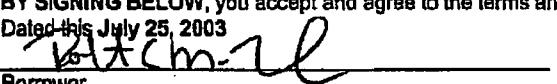
Dated this July 25, 2003


Borrower

(SEAL)

Robert E. Mactavish
Printed Name

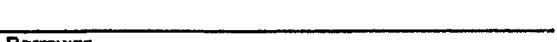

Witness


Borrower

(SEAL)

Printed Name


Witness


Borrower

(SEAL)

Printed Name


Witness


Borrower

(SEAL)

Printed Name


Witness

CHASE MANHATTAN BANK USA, N. A.

Manufactured Home Rider to Security Instrument

Meaning of Some Words. As used in this Rider, the term "Security Instrument" means the Mortgage, Open-End Mortgage, Deed of Trust or Credit Line Deed of Trust, or Trust Indenture which is dated with the same date as this Rider. As used in this Rider and in the Security Instrument, the term "Note" means the Promissory Note and Security Agreement which is dated with the same date as the Security Instrument. As used in this Rider, the term "Lender" means CHASE MANHATTAN BANK USA, N. A. and any subsequent holder of the Note and the Security Instrument, the term "Borrower" means anyone signing the Note or the Security Instrument as a Borrower and the term "Property" includes the Manufactured Home, as that term is defined in the Note, to the extent it constitutes real property or a fixture.

Purpose and Effect of Rider. IF THERE IS A CONFLICT BETWEEN THE PROVISIONS IN THIS RIDER AND THOSE IN THE SECURITY INSTRUMENT OR THE NOTE, THE PROVISIONS IN THE RIDER WILL CONTROL. THE CONFLICTING PROVISIONS IN THE SECURITY INSTRUMENT AND THE NOTE WILL BE ELIMINATED OR MODIFIED AS MUCH AS IS NECESSARY TO MAKE ALL OF THE CONFLICTING TERMS AGREE WITH THIS RIDER.

Lender's Security Interest. All of Borrower's obligations in the Security Instrument shall be secured by the Manufactured Home:

New New/Used	2004 Year	Fleetwood Manufacturer's Name	Suncrest 3523J Model Name & Model No.	Manufacturer's Serial #	58 x 24 Length x Width
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(a) Borrower covenants and agrees that Borrower will comply with all State and local laws, and regulations regarding the affixation of the Manufactured Home to the real property described in the Security Instrument including, but not limited to, surrendering the Certificates of Title (if required) and obtaining the requisite governmental approval and accompanying documentation necessary to classify the Manufactured Home as real property under State and local law.

(b) Borrower covenants that affixing the Manufactured Home to the real property legally described herein does not violate any zoning laws or other local requirements applicable to manufactured homes.

Funds for Taxes and Insurance. Lender hereby waives the requirements of Paragraph 2 of the Security Instrument. Lender, however, specifically reserves to itself and its successors and assigns the right to revoke this waiver at any time and reinstate and enforce the requirements of paragraph 2 of the Security Instrument.

Application of Borrower's Payments. Paragraph 3 of the Security Instrument is amended to read:

3. Application of Payments. BORROWER MAY PREPAY ANY AMOUNTS DUE UNDER THE NOTE OR THE SECURITY INSTRUMENT AT ANY TIME, WITHOUT PENALTY. Unless applicable law provides otherwise, Lender will apply each of Borrower's payments under the Note and under this Security Instrument in the following order and for the following purposes: First, to amounts payable under paragraph 2, if any; Second, to pay interest due; Third, to pay principal due; Fourth, to reimburse Lender for payments made by Lender to protect its lien under this Security Instrument; Fifth, to pay late charges due under the Note; and Last, to pay any other amount due under the Note and this Security Instrument. However, Lender, in its sole discretion, may elect to apply any of Borrower's payments in any order it chooses.

Charges; Liens. The first paragraph of Paragraph 4 of the Security Instrument is amended to read:

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property. Borrower shall pay these obligations on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and receipts evidencing the payments.

Hazard or Property Insurance. The first paragraph of Paragraph 5 of the Security Instrument is amended to add a new second sentence as follows:

Borrower will keep the Manufactured Home and any other improvements on the Property Insured against loss by flood if the Property is located in a special flood hazard area.

The third paragraph of Paragraph 5 of the Security Instrument is amended to read:

Borrower will not allow any condition to exist which would, in any way, invalidate insurance on the Property. In the event of loss or damage to the Manufactured Home, Lender may require additional security or assurances of payment before Lender

RECORDED this July 25, 2003.

Borrower
Robert E. MacLavish
Printed Name

(SEAL)

Witness

Borrower
Robert E. MacLavish
Printed Name

Borrower

1884-1911

Printed Name

Witter

Вопросы

(SEAL)

Printed Name

Windows

Вопросы

(SEAL)

Printed Name

14/November

For Persons with No Personal Liability on the Loan

You are signing this Agreement only to give us a security interest in the Collateral described in the Note and the Property described in the Security Instrument. You agree to all of the terms and conditions of this Agreement. You also are waiving any homestead right to the extent permitted by law. However, you have no personal obligation to pay the Loan.

x _____

Clearly that the precise address of the WIn

Signature: _____
Agent on Behalf of Lender

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF *Clarkefield*)
) ISSUED

On this 25th day of July 2023 before me the subscriber personally appeared Robert E. Brown, Jr. (and) to me known and known to me to be the same person(s) described in and who executed the foregoing instrument, and (s)he/they duly (fully and severally) acknowledged to me that (s)he/they executed the same.

Notary Seal
William R. Carlson, Notary Public
Bellfonte Borough, Centre County
My Commission Expires Oct. 23, 2004
Member Pennsylvania Association of Notaries

Notary Public : State of PA
Qualified in the County of Centre
My Commission expires: 12-23-04

ATTENTION RECORDER OF DEEDS: This instrument covers goods that are or are to become fixtures on the Property described herein and is to be filed for record in the records where Security Instruments on real property or real estate are recorded. Additionally, this instrument should be appropriately indexed, not only as Security Instruments but as a financing statement covering goods that are



607 Market Street, Suite 1021 • Knoxville, TN 37902

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

8/28/07

Robert E. MacTavish
414 E. Locust St. Apt A
Clearfield, PA 16830

LOAN NUMBER: 107335

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES

P. O. Box 477 • Knoxville, TN 37901 • Telephone (800) 955-0021 • FAX: (865) 523-6805

EXHIBIT

"D"

**SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO
"HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL
PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU
HIPOTECA.**

HOMEOWNER'S NAME(S): Robert E. MacTavish
PROPERTY ADDRESS: 1066 VFW Road
Frenchville, PA 16836
Loan No.: 107335
CURRENT LENDER/SERVICER: 21st Mortgage Corporation

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

You may be eligible for Financial Assistance which can save your home from foreclosure and help you make future loan payments.

If you comply with the provisions of the Homeowner's Emergency Mortgage Assistance Act of 1983 (the "Act"), you may be eligible for emergency Mortgage Assistance:

- If your default has been caused by circumstances beyond your control,
- If you have a reasonable prospect of being able to pay your mortgage payments, and
- If you meet other eligibility requirements established by the Pennsylvania Housing Finance Agency.

TEMPORARY STAY OF FORECLOSURE – Under this Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) day from the date of this Notice. During that time you must arrange and attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice. This meeting must occur within the next 30 days. If you do not apply for emergency mortgage assistance, you must bring your mortgage up to date. The part of this notice called "How to Cure your Mortgage Default", explains how to bring your mortgage up to date.

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

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

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR
IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS**

LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

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

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

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

NATURE OF THE DEFAULT – The MORTGAGE Debt held by the above lender on your property located at 1066 VFW Road, Frenchville, PA 16836, IS SERIOUSLY IN DEFAULT because: YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months: April 2007 thru August 2007, and the following amount is now past due: \$3454.70.

TOTAL AMOUNT PAST DUE: \$3454.70.

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3454.70, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashiers check, certified check or money order, and made payable to 21st Mortgage Corporation and sent to the address below.

21st Mortgage Corporation
Joan
P.O Box 477
Knoxville, TN 37902
1-800-955-0021 Ext. 1270

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

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

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

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

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

HOW TO CONTACT THE LENDER:

NAME OF LENDER: 21ST Mortgage Corporation

ADDRESS: P. O Box 477

Phone Number: 1-800-955-0021

Fax Number: 800-813-8164

Contact Person: Joan, Ext. 1270

EFFECT OF SHERIFF'S SALE: You should realize that a Sheriff's Sale will end your ownership of the property and your right to occupy it. If you continue to live in the property after

the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE: You may have the right to sell or transfer your home to a buyer or transferee who will assume the debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the debt are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THE RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FERERAL BANKRUPTCY LAW.

THIS LETTER IS FROM A DEBT COLLECTOR. THIS LETTER AND ANY OTHER CORRESPONDENCE FROM THIS OFFICE IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Very Truly Yours,

Joan, Ext. 1270
FINANCIAL COUNSELOR

SENT VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED
AND FIRST CLASS MAIL

ADAMS COUNTY	(412) 429-2842	1954 Mary Grace Lane
Adams County Housing	Urban League Of Pittsburgh	Johnstown, PA 15901
Authority	Bldg. For Equal Opportunity	(814) 535-6556
139-143 Carlisle St.	One Smithfield St.	Tableland Services Inc.
Gettysburg, PA 17325	Pittsburgh, PA 15222	535 East Main Street
(717) 334-1518	(412) 227-4802	Somerset, PA 15501
American Red Cross	ARMSTRONG COUNTY	(814) 445-9628 - 1-800-452-0148
Hanover Chapter	Armstrong County Community	
529 Carlisle Street	Action Agency	BERKS COUNTY
Hanover, PA 17331	124 Armsdale Road	Budget Counseling Center
(717) 637-3768	Suite 211	247 North Fifth Street
CCCS of Western PA	Kittanning, PA 16201	Reading, PA 19601
2000 Linglestown Road	(724) 548-3405	(610) 375-7866
Harrisburg, PA 17102	CCCS of Western PA, Inc.	CCCS of Lehigh Valley
888-511-2227	217 E. Plank Road	3671 Crescent Court East
Maranatha	Altoona, PA 16602	Whitehall, PA 18052
43 Philadelphia Avenue	888-511-2227	(610) 821-4011 OR 1-800-220-
Waynesboro, PA 17268	Indiana Co. Community	2733
(717) 762-3285	Action Program	Community Action Committee
ALLEGHENY COUNTY	827 Water Street	of the Lehigh Valley
Acorn Housing of Pittsburgh	Box 187	1337 East Fifth Street
5907 Penn Avenue	Indiana, PA 15701	Bethlehem, PA 18015
Suite 300	(724) 465-2657	610-691-5620
Pittsburgh, PA 15206	BEAVER COUNTY	Schuylkill Community Action
412-441-7240	Action Housing, Inc	225 N. Centre Street
Action Housing, Inc	425 6th Avenue	Pottsville, PA 17901
425 6th Avenue	Suite 950	(570) 622-1995
Suite 950	Pittsburgh, PA 15219	BLAIR COUNTY
Pittsburgh, PA 15219	(412) 391-1956 or (412)281-2102	CCCS of Northeastern PA
(412) 391-1956 or	or 1 (800) 792-2801	202 W. Hamilton Ave,
(412)281-2102	CCCS of Western PA, Inc.	State College, PA 16801
or 1 (800) 792-2801	971 Third Street	(814) 238-3668
CCCS of Western PA, Inc.	Beaver, PA 15009	CCCS of Western PA, Inc.
River Park Commons	888-511-2227	217 E. Plank Road
2403 Sidney Street, Suite 400	Housing Opportunities Inc.	Altoona, PA 16602
Pittsburgh, PA 15203	133 Seventh Street	888-511-2227
888-511-2227	P.O. Box 9	Center for Community Services
Community Action Southwest	McKeesport, PA 15134	10241 Lincoln Highway
58 East Greene Street	(412) 664-1906	Everett, PA 15537
Waynesburg, PA 15370	Housing Opportunities of	(814) 623-9129
(724) 852-2893	Beaver County	Huntingdon County Housing
Housing Opportunities Inc.	650 Corporation St.	Services
133 Seventh Street	Suite 207	Weatherization Inc.
P.O. Box 9	Beaver, PA 15009	917 Mifflin Street
McKeesport, PA 15134	(724) 728-7511	Huntingdon, PA 16652
(412) 664-1906	BEDFORD COUNTY	(814) 643-2343
Housing Opportunities Services,	CCCS of Western PA, Inc.	Keystone Economic Development
Inc.	217 E. Plank Road	Corp.
332 5th Avenue	Altoona, PA 16602	1954 Mary Grace Lane
Executive Building, Suite 214	888-511-2227	Johnstown, PA 15901
McKeesport, PA 15132	Center for Community Services	(814) 535-6556
412-678-9003	10241 Lincoln Highway	BRADFORD COUNTY
New Life Community Housing	Everett, PA 15537	CCCS of Northeastern PA
Development Corporation	(814) 623-9129	411 Main Street
712 Hawkins Avenue	Huntingdon County Housing	Suite 102 E
Braddock, PA 15104	Services	Stroudsburg, PA 18360
412-351-4077	Weatherization Inc.	(570) 420-8980 or 800-922-9537
Pennsylvania Housing Finance	917 Mifflin Street	CCCS of Northeastern PA
Agency	Huntingdon, PA 16652	Genetti Towers
2275 Swallow Hill road	(814) 643-2343	77 E Market Street, 7th Floor
Bldg 200	Keystone Economic Development	Wilkes-Barre, PA 18702
Pittsburgh, PA 15220	Corp.	570-821-0837

CCCS of Northeastern PA 1400 Abington Executive Park Suite 1 Clarks Summit, PA 18411 570-587-9163 The Trehab Center of Northeastern PA The Enterprise Center 703 S. Elmer Avenue Suite M-6 Sayre, PA 18840 (570) 888-0412	Bucks County Housing Group 167 W. Allegheny Ave. 470 Old Dublin Pike 2nd Fl Philadelphia, PA 19140 Doylestown, PA 18901 (215) 426-8025 866-866-0280 Northwest Counseling Service Bucks County Housing Group 5001 North Broad Street 349 Durham Road Philadelphia, PA 19141 Penndel, PA 19047 (215) 324-7500 866-866-0280 Urban League of Philadelphia Bucks County Housing Group 136 West Girard Ave 200 West Bridge Street Philadelphia, PA 19123 Morrisville, PA 19067 (215) 4515005 866-866-0280 Bucks County Housing Group, Inc 2324 Second Street Pike Suite 17 Wrightstown, PA 18940 866-866-0280 CCCS of Delaware Valley Catholic Social Services Building 846 North Broad Street 607 West Street Road Warminster, PA 18974 Philadelphia, PA 19130 (215) 563-5665 (215) 765-1221 CCCS of Delaware Valley American Credit Counseling Institute 1515 Market Street 845 Coates St. Suite 1325 Philadelphia, PA 19107 Coatesville, PA 19320 (215) 563-5665 (888) 212-6741 CCCS of Lehigh Valley American Credit Counseling Institute 3671 Crescent Court East 530 West Street Rd Suite 201 Whitehall, PA 18052 Warminster, PA 18974 (610) 821-4011 OR 1-800-220- 2733 (215) 444-9429 Diversified Community Services American Financial Counseling Services, Inc. Dixon House 175 Strafford Avenue, Suite One 1920 South 20th Street Philadelphia, PA 19145 Wayne, PA 19087 215-336-3511 800-490-3039 Germantown Settlement Bucks County Housing Group 218 W. Chelten Avenue 515 West End Boulevard Philadelphia, PA 19144 Quakertown, PA 18951 215-849-3104 866-866-0280 HACE	(814) 623-9129 Indiana Co. Community Action Program 827 Water Street Box 187 Indiana, PA 15701 (724) 465-2657 Keystone Economic Development Corp. 1954 Mary Grace Lane Johnstown, PA 15901 (814) 535-6556 Tableland Services Inc. 535 East Main Street Somerset, PA 15501 (814) 445-9628 - 1-800-452-0148 CAMERON COUNTY CCCS of Western PA 217 E. Plank Road Altoona, PA 16602 888-511-2227 Northern Tier Community Action Corp. P.O. Box 389 135 West 4th Street Emporium, PA 15834 (814) 486-1161 CARBON COUNTY CCCS of Lehigh Valley 3671 Crescent Court East Whitehall, PA 18052 (610) 821-4011 OR 1-800-220-2733 CCCS of Northeastern PA 1400 Abington Executive Park Suite 1 Clarks Summit, PA 18411 570-587-9163 CCCS of Northeastern PA 411 Main Street Suite 102 E Stroudsburg, PA 18360 (570) 420-8980 or 800-922-9537 CCCS of Northeastern PA Genetti Towers 77 E Market Street, 7th Floor Wilkes-Barre, PA 18702 570-821-0837 Comm. on Econ Opportunity of Luzerne County 163 Amber Lane Wilkes-Barre, PA 18702 (570) 826-0510 OR 1-800-822-0359 Community Action Committee of the Lehigh Valley 1337 East Fifth Street Bethlehem, PA 18015 610-691-5620 Schuylkill Community Action 225 N. Centre Street Pottsville, PA 17901
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(570) 622-1995 CENTRE COUNTY CCCS of Northeastern PA 202 W. Hamilton Ave, State College, PA 16801 (814) 238-3668 CCCS of Northeastern PA 201 Basin Street Suite 6 Williamsport, PA 17701 (570) 323-6627 CCCS of Western PA, Inc. 217 E. Plank Road Altoona, PA 16602 888-511-2227 Lycom-Clnth Co Comm for Comm Action 2138 Lincoln Street P.O. Box 3568 Williamsport, PA 17703 (570) 326-0587 CHESTER COUNTY Community Action Agency Acorn Housing Corporation of Delaware County 846 North Broad Street 2nd and Orange Streets Media, PA 19063 Philadelphia, PA 19130 610-891-5101 (215) 765-1221 Diversified Community Services American Credit Counseling Institute Dixon House 21 South Church Street 1920 South 20th Street Philadelphia, PA 19145 West Chester, PA 19380 215-336-3511 1-888-212-6741 Germantown Settlement American Credit Counseling Institute 218 W. Chelten Avenue 845 Coates St. Philadelphia, PA 19144 Coatesville, PA 19320 215-849-3104 (888) 212-6741 HACE American Financial Counseling Services, Inc. 167 W. Allegheny Ave. 175 Strafford Avenue, Suite One 2nd Fl Philadelphia, PA 19140 Wayne, PA 19087 (215) 426-8025 800-490-3039 Media Fellowship House American Red Cross of Chester	302 S. Jackson Street 1729 Edgemont Avenue Media, PA 19063 Chester, PA 19013 (610) 565-0846 (610) 874-1484 Northwest Counseling Service APM 5001 North Broad Street 2147 North Sixth Street Philadelphia, PA 19141 Philadelphia, PA 19122 (215) 324-7500 (215) 235-8788 Phila Council For Community Advmnt Budget Counseling Center 100 North 17th Street 247 North Fifth Street Suite 600 Philadelphia, PA 19103 Reading, PA 19601 (215) 567-7803 (610) 375-7866 Tabor Community Services, Inc. Carroll Park Community Council, Inc. 439 E. King Street 5218 Master Street PO Box 1676 Lancaster, PA 17608 Philadelphia, PA 19131 (717) 397-5182 OR 1-800-788- 5062 (215) 877-1157 Urban League of Philadelphia CCCS of Delaware Valley 136 West Girard Ave 790 E. Market St. Suite 170, Marshall Building Philadelphia, PA 19123 West Chester, PA 19382 (215) 4515005 (215) 563-5665 Chester Community Improvement Project 412 Avenue of the States PO Box 541 Chester, PA 19016 610-876-3449 CLARION COUNTY CCCS of Western PA 1138 N. Main St. Extension Butler, PA 16001 888-511-2227 CLEARFIELD COUNTY CCCS of Northeastern PA 202 W. Hamilton Ave, State College, PA 16801 (814) 238-3668 CCCS of Western PA 219-A College Park Plaza	Johnstown, PA 15904 888-511-2227 CCCS of Western PA, Inc. 217 E. Plank Road Altoona, PA 16602 888-511-2227 Indiana Co. Community Action Program 827 Water Street Box 187 Indiana, PA 15701 (724) 465-2657 Keystone Economic Development Corp. 1954 Mary Grace Lane Johnstown, PA 15901 (814) 535-6556 CLINTON COUNTY CCCS of Northeastern PA 202 W. Hamilton Ave, State College, PA 16801 (814) 238-3668 CCCS of Northeastern PA 201 Basin Street Suite 6 Williamsport, PA 17701 (570) 323-6627 Lycom-Clnth Co Comm for Comm Action 2138 Lincoln Street P.O. Box 3568 Williamsport, PA 17703 (570) 326-0587 COLUMBIA COUNTY CCCS of Northeastern PA 1400 Abington Executive Park Suite 1 Clarks Summit, PA 18411 570-587-9163 CCCS of Northeastern PA Genetti Towers 77 E Market Street, 7th Floor Wilkes-Barre, PA 18702 570-821-0837 CRAWFORD COUNTY Booker T. Washington Center 1720 Holland Street Erie, PA 16503 (814) 453-5744 Center for Family Services, Inc. 213 Center Street Meadville, PA 16335 (814) 337-8450 Greater Erie Community Action Committee 18 West 9TH Street Erie, PA 16501 (814) 459-4581 JFK Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400
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Shenango Valley Urban League, Inc. 601 Indiana Avenue Farrell, PA 16121 (724) 9815310 St. Martin Center 1701 Parade Street Erie, PA 16503 (814) 452-6113 CUMBERLAND COUNTY Adams County Housing Authority 139-143 Carlisle St. Gettysburg, PA 17325 (717) 334-1518 CCCS of Western PA 2000 Linglestown Road Harrisburg, PA 17102 888-511-2227 Community Action Commission of Capital Region 1514 Derry Street Harrisburg, PA 17104 (717) 232-9757 Loveship, Inc. 2320 North 5th Street Harrisburg, PA 17110 (717) 232-2207 Maranatha 43 Philadelphia Avenue Waynesboro, PA 17268 (717) 762-3285 PHFA 211 North Front Street Harrisburg, PA 17110 800-342-2397 Urban League of Metropolitan Hbg 2107 N. 6th Street Harrisburg, PA 17101 (717) 234-5925 DAUPHIN COUNTY CCCS of Western PA 2000 Linglestown Road Harrisburg, PA 17102 888-511-2227 Community Action Commission of Capital Region 1514 Derry Street Harrisburg, PA 17104 (717) 232-9757 Loveship, Inc. 2320 North 5th Street Harrisburg, PA 17110 (717) 232-2207 PHFA 211 North Front Street Harrisburg, PA 17110 800-342-2397 Urban League of Metropolitan Hbg 2107 N. 6th Street Harrisburg, PA 17101	(717) 234-5925 DELAWARE COUNTY Chester Community Improvement Project Acorn Housing Corporation 412 Avenue of the States 846 North Broad Street PO Box 541 Chester, PA 19016 Philadelphia, PA 19130 610-876-3449 (215) 765-1221 Community Action Agency American Credit Counseling Institute of Delaware County 175 Strafford Ave 2nd and Orange Streets Suite 1 Media, PA 19063 Wayne, PA 19087 610-891-5101 (610) 971-2210 Diversified Community Services American Financial Counseling Services Dixon House 1 Abington Plaza, Suite 403 1920 South 20th Street Old York Road and Township Line Philadelphia, PA 19145 Jenkintown, PA 19046 215-336-3511 800-490-3039 Germantown Settlement American Financial Counseling Services, Inc. 218 W. Chelten Avenue 175 Strafford Avenue, Suite One Philadelphia, PA 19144 Wayne, PA 19087 215-849-3104 800-490-3039 HACE American Red Cross of Chester 167 W. Allegheny Ave. 1729 Edgemont Avenue 2nd Fl Philadelphia, PA 19140 Chester, PA 19013 (215) 426-8025 (610) 874-1484 Media Fellowship House APM 302 S. Jackson Street 2147 North Sixth Street Media, PA 19063 Philadelphia, PA 19122 (610) 565-0846 (215) 235-6788 Northwest Counseling Service Carroll Park Community Council,	Inc. 5001 North Broad Street 5218 Master Street Philadelphia, PA 19141 Philadelphia, PA 19131 (215) 324-7500 (215) 877-1157 Phila Council For Community Advmnt CCCS of Delaware Valley 100 North 17th Street 280 North Providence Road Suite 600 Philadelphia, PA 19103 Media, PA 19063 (215) 567-7803 (215) 563-5665 Urban League of Philadelphia CCCS of Delaware Valley 136 West Girard Ave 1515 Market Street Suite 1325 Philadelphia, PA 19123 Philadelphia, PA 19107 (215) 4515005 (215) 563-5665 CCCS of Delaware Valley 790 E. Market St. Suite 170, Marshall Building West Chester, PA 19382 (215) 563-5665 ELK COUNTY JFK Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400 Northern Tier Community Action Corp. P.O. Box 389 135 West 4th Street Emporium, PA 15834 (814) 486-1161 ERIE COUNTY Booker T. Washington Center 1720 Holland Street Erie, PA 16503 (814) 453-5744 CCCS of Western PA 4402 Peach Street Erie, PA 16509 1-888-511-2227 ext 108 Greater Erie Community Action Committee 18 West 9TH Street Erie, PA 16501 (814) 459-4581 JFK Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400 St. Martin Center 1701 Parade Street
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Erie, PA 16503 (814) 452-6113	Community Action Commission of Capital Region 1514 Derry Street Harrisburg, PA 17104 (717) 232-9757	(814) 623-9129 Huntingdon County Housing Services
FAYETTE COUNTY Action Housing, Inc 425 6th Avenue Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or 412)281-2102 or 1 (800) 792-2801	Maranatha 43 Philadelphia Avenue Waynesboro, PA 17268 (717) 762-3285	Weatherization Inc. 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343
CCCS of Western PA, Inc. 199 Edison Street Uniontown, PA 15401 888-511-2227	Urban League of Metropolitan Hbg 2107 N. 6th Street Harrisburg, PA 17101 (717) 234-5925	INDIANA COUNTY CCCS of Western PA 219-A College Park Plaza Johnstown, PA 15904 888-511-2227
CCCS of Western PA, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 888-511-2227	FULTON COUNTY CCCS of Western PA, Inc. Colonial Shopping Center 970 S. George St York, PA 17403 888-511-2227	CCCS of Western PA, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 888-511-2227
Community Action Southwest 58 East Greene Street Waynesburg, PA 15370 (724) 852-2893	Center for Community Services 10241 Lincoln Highway Everett, PA 15537 (814) 623-9129	Indiana Co. Community Action Program 827 Water Street Box 187
Fayette Co. Community Action Agency, Inc. 137 North Beeson Avenue Uniontown, PA 15401 (724) 437-6050 OR 1-800-427- INFO	Huntingdon County Housing Services Weatherization Inc. 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343	Keystone Economic Development Corp. 1954 Mary Grace Lane Johnstown, PA 15901 (814) 535-6556
Tableland Services Inc. 535 East Main Street Somerset, PA 15501 (814) 445-9628 – 1-800-452-0148	Maranatha 43 Philadelphia Avenue Waynesboro, PA 17268 (717) 762-3285	JEFFERSON COUNTY CCCS of Western PA 1138 N. Main St. Extension Butler, PA 16001 888-511-2227
FOREST COUNTY Warren-Forest Counties Economic Opportunity Council 1209 Pennsylvania Ave, West P.O. Box 547 Warren, PA 16365 (814) 726-2400	GREENE COUNTY Action Housing, Inc 425 6th Avenue Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412)281-2102 or 1 (800) 792-2801	Indiana Co. Community Action Program 827 Water Street Box 187
FRANKLIN COUNTY Adams County Housing Authority 139-143 Carlisle St. Gettysburg, PA 17325 (717) 334-1518	CCCS of Western PA, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 888-511-2227	Indiana, PA 15701 (724) 465-2657
American Red Cross—Hanover Chapter 529 Carlisle Street Hanover, PA 17331 (717) 637-3768	Community Action Southwest 58 East Greene Street Waynesburg, PA 15370 (724) 852-2893	JFK Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400
CCCS of Western PA 2000 Linglestown Road Harrisburg, PA 17102 888-511-2227	HUNTINGDON COUNTY CCCS of Northeastern PA 202 W. Hamilton Ave, State College, PA 16801 (814) 238-3668	JUNIATA COUNTY CCCS of Northeastern PA 202 W. Hamilton Ave, State College, PA 16801 (814) 238-3668
CCCS of Western PA, Inc. Colonial Shopping Center 970 S. George St York, PA 17403 888-511-2227	CCCS of Western PA, Inc. 217 E. Plank Road Altoona, PA 16602 888-511-2227	CCCS of Western PA, Inc. 217 E. Plank Road Altoona, PA 16602 888-511-2227
	Center for Community Services 10241 Lincoln Highway Everett, PA 15537	Huntingdon County Housing Services Weatherization Inc. 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343
		LACKAWANNA COUNTY CCCS of Northeastern PA 1400 Abington Executive Park Suite 1

Clarks Summitt, PA 18411
570-587-9163
CCCS of Northeastern PA
Genetti Towers
77 E Market Street, 7th Floor
Wilkes-Barre, PA 18702
570-821-0837
LANCASTER COUNTY
CCCS of Lehigh Valley
3671 Crescent Court East
Whitehall, PA 18052
(610) 821-4011 OR 1-800-220-2733
CCCS of Western PA, Inc.
Colonial Shopping Center
970 S. George St
York, PA 17403
888-511-2227
Tabor Community Services, Inc.
439 E. King Street
PO Box 1676
Lancaster, PA 17608
(717) 397-5182 OR 1-800-788-5062
LAWRENCE COUNTY
CCCS of Western Pennsylvania
312 Chestnut Street
Suite 227
Meadville, PA 16335
888-511-2227
Housing Opportunities of Beaver
County
650 Corporation St.
Suite 207
Beaver, PA 15009
(724) 728-7511
Shenango Valley Urban League,
Inc.
601 Indiana Avenue
Farrell, PA 16121
(724) 9815310
LEBANON COUNTY
Schuylkill Community Action
225 N. Centre Street
Pottsville, PA 17901
(570) 622-1995
Tabor Community Services, Inc.
439 E. King Street
PO Box 1676
Lancaster, PA 17608
(717) 397-5182 OR 1-800-788-5062
LEHIGH COUNTY
CCCS of Lehigh Valley
3671 Crescent Court East
Whitehall, PA 18052
(610) 821-4011 OR 1-800-220-2733
Community Action Committee
of the Lehigh Valley
1337 East Fifth Street
Bethlehem, PA 18015

610-691-5620
Schuylkill Community Action
225 N. Centre Street
Pottsville, PA 17901
(570) 622-1995
LUZERNE COUNTY
CCCS of Northeastern PA
Genetti Towers
77 E Market Street, 7th Floor
Wilkes-Barre, PA 18702
570-821-0837
Comm. on Econ Opportunity
Of Luzerne County
163 Amber Lane
Wilkes-Barre, PA 18702
(570) 826-0510 OR 1-800-822-0359
Schuylkill Community Action
225 N. Centre Street
Pottsville, PA 17901
(570) 622-1995
LYCOMING COUNTY
CCCS of Northeastern PA
1400 Abington Executive Park
Suite 1
Clarks Summitt, PA 18411
570-587-9163
CCCS of Northeastern PA
Genetti Towers
77 E Market Street, 7th Floor
Wilkes-Barre, PA 18702
570-821-0837
CCCS of Northeastern PA
201 Basin Street
Suite 6
Williamsport, PA 17701
(570) 323-6627
Lycom-Clntr Co Comm for
Comm Action
2138 Lincoln Street
P.O. Box 3568
Williamsport, PA 17703
(570) 326-0587
MCKEAN COUNTY
JFK Center, Inc.
2021 East 20th Street
Erie, PA 16510
(814) 898-0400
Northern Tier Community Action
Corp.
P.O. Box 389
135 West 4th Street
Emporium, PA 15834
(814) 486-1161
MERCER COUNTY
CCCS of Western PA
1138 N. Main St. Extension
Butler, PA 16001
888-511-2227
Shenango Valley Urban League,
Inc.
601 Indiana Avenue

Farrell, PA 16121
(724) 9815310
MIFFLIN COUNTY
CCCS of Northeastern PA
202 W. Hamilton Ave,
State College, PA 16801
(814) 238-3668
CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
888-511-2227
Huntingdon County Housing
Services
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
MONROE COUNTY
CCCS of Northeastern PA
1400 Abington Executive Park
Suite 1
Clarks Summitt, PA 18411
570-587-9163
CCCS of Northeastern PA
Genetti Towers
77 E Market Street, 7th Floor
Wilkes-Barre, PA 18702
570-821-0837
CCCS of Northeastern PA
411 Main Street
Suite 102 E
Stroudsburg, PA 18360
(570) 420-8980 or 800-922-9537
Community Action Committee
of the Lehigh Valley
1337 East Fifth Street
Bethlehem, PA 18015
610-691-5620
MONTGOMERY COUNTY
Community Action Development
Comm
Acorn Housing Corporation
CADCOM
846 North Broad Street
113 E Main St
Norristown, PA 19401
Philadelphia, PA 19130
(610) 277-6363
(215) 765-1221
Germantown Settlement
American Credit Counseling
Institute
218 W. Chelten Avenue
528 Dekalb Street
Philadelphia, PA 19144
Norristown, PA 19401
215-849-3104
(610) 971-2210
Media Fellowship House
American Credit Counseling
Institute
302 S. Jackson Street

530 West Street Rd Suite 201 Media, PA 19063 Warminster, PA 18974 (610) 565-0846 (215) 444-9429 Northwest Counseling Service American Credit Counseling Institute 5001 North Broad Street 845 Coates St. Philadelphia, PA 19141 Coatesville, PA 19320 (215) 324-7500 (888) 212-6741 Phila Council For Community Advmnt American Financial Counseling Services 100 North 17th Street 1 Abington Plaza, Suite 403 Suite 600 Old York Road and Township Line Philadelphia, PA 19103 Jenkintown, PA 19046 (215) 567-7803 800-490-3039 American Financial Counseling Services, Inc. 175 Strafford Avenue, Suite One Wayne, PA 19087 800-490-3039 CCCS of Delaware Valley 1777 Sentry Parkway West Blue Bell, PA 19422 (215) 563-5665 CCCS of Delaware Valley 1515 Market Street Suite 1325 Philadelphia, PA 19107 (215) 563-5665 Chester Community Improvement Project 412 Avenue of the States PO Box 541 Chester, PA 19016 610-876-3449 Community Action Agency of Delaware County 2nd and Orange Streets Media, PA 19063 610-891-5101 MONTOUR COUNTY CCCS of Northeastern PA Genetti Towers 77 E Market Street, 7th Floor Wilkes-Barre, PA 18702 570-821-0837 CCCS of Northeastern PA 1400 Abington Executive Park Suite 1	Clarks Summitt, PA 18411 570-587-9163 NORTHAMPTON COUNTY CCCS of Lehigh Valley 3671 Crescent Court East Whitehall, PA 18052 (610) 821-4011 OR 1-800-220- 2733 Community Action Committee of the Lehigh Valley 1337 East Fifth Street Bethlehem, PA 18015 610-691-5620 NORTHUMBERLAND COUNTY CCCS of Northeastern PA 1400 Abington Executive Park Suite 1 Clarks Summitt, PA 18411 570-587-9163 CCCS of Northeastern PA Genetti Towers 77 E Market Street, 7th Floor Wilkes-Barre, PA 18702 570-821-0837 CCCS of Northeastern PA 201 Basin Street Suite 6 Williamsport, PA 17701 (570) 323-6627 Schuylkill Community Action 225 N. Centre Street Pottsville, PA 17901 (570) 622-1995 PERRY COUNTY CCCS of Western PA 2000 Linglestown Road Harrisburg, PA 17102 888-511-2227 Community Action Commission of Captial Region 1514 Derry Street Harrisburg, PA 17104 (717) 232-9757 Huntingdon County Housing Services Weatherization Inc. 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343 Loveship, Inc. 2320 North 5th Street Harrisburg, PA 17110 (717) 232-2207 Maranatha 43 Philadelphia Avenue Waynesboro, PA 17268 (717) 762-3285 Urban League of Metropolitan Hbg 2107 N. 6th Street Harrisburg, PA 17101 (717) 234-5925	PHILADELPHIA COUNTY Comm Devel. Corp of Frankford Group Ministry Acorn Housing Corporation 4620 Griscom Street 846 North Broad Street Philadelphia, PA 19124 Philadelphia, PA 19130 (215) 744-2990 (215) 765-1221 Diversified Community Services American Credit Counseling Institute Dixon House 530 West Street Rd 1920 South 20th Street Suite 201 Philadelphia, PA 19145 Warminster, PA 18974 215-336-3511 (215) 444-9429 Germantown Settlement American Credit Counseling Institute 218 W. Chelten Avenue 845 Coates St. Philadelphia, PA 19144 Coatesville, PA 19320 215-849-3104 (888) 212-6741 HACE American Financial Counseling Services, Inc. 167 W. Allegheny Ave. 175 Strafford Avenue, Suite One 2nd Fl Philadelphia, PA 19140 Wayne, PA 19087 (215) 426-8025 800-490-3039 Housing Association of Delaware Valley APM 1500 Walnut Street 2147 North Sixth Street Suite 601 Philadelphia, PA 19102 Philadelphia, PA 19122 (215) 545-6010 (215) 235-6788 Housing Association of Delaware Valley Carroll Park Community Council, Inc. 658 North Watts Street 5218 Master Street Philadelphia, PA 19123 Philadelphia, PA 19131 (215) 978-0224 (215) 877-1157 Media Fellowship House CCCS of Delaware Valley
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302 S. Jackson Street
 One Cherry Hill
 Suite 215
 Media, PA 19063
 Cherry Hill, PA 08002
 (610) 565-0846
 (215) 563-5665
 Northwest Counseling Service
 CCCS of Delaware Valley
 5001 North Broad Street
 Catholic Social Services Building
 7340 Jackson Street
 Philadelphia, PA 19141
 Philadelphia, PA 19136
 (215) 324-7500
 (215) 563-5665
 Phila Council For Community
 Advmnt
 CCCS of Delaware Valley
 100 North 17th Street
 1515 Market Street
 Suite 600
 Suite 1325
 Philadelphia, PA 19103
 Philadelphia, PA 19107
 (215) 567-7803
 (215) 563-5665
 Urban League of Philadelphia
 Chester Community Improvement
 Project
 136 West Girard Ave
 412 Avenue of the States
 PO Box 541
 Philadelphia, PA 19123
 Chester, PA 19016
 (215) 4515005
 610-876-3449
 PIKE COUNTY
 CCCS of Northeastern PA
 1400 Abington Executive Park
 Suite 1
 Clarks Summitt, PA 18411
 570-587-9163
 CCCS of Northeastern PA
 Genetti Towers
 77 E Market Street, 7th Floor
 Wilkes-Barre, PA 18702
 570-821-0837
 CCCS of Northeastern PA
 411 Main Street
 Suite 102 E
 Stroudsburg, PA 18360
 (570) 420-8980 or 800-922-9537
 POTTER COUNTY
 Northern Tier Community Action
 Corp.
 P.O. Box 389
 135 West 4th Street
 Emporium, PA 15834
 (814) 486-1161
 SCHUYLKILL COUNTY
 Budget Counseling Center

247 North Fifth Street
 Reading, PA 19601
 (610) 375-7866
 CCCS of Lehigh Valley
 3671 Crescent Court East
 Whitehall, PA 18052
 (610) 821-4011 OR 1-800-220-
 2733
 Comm. on Econ Opportunity
 of Luzerne County
 163 Amber Lane
 Wilkes-Barre, PA 18702
 (570) 826-0510 OR 1-800-822-
 0359
 Schuylkill Community Action
 225 N. Centre Street
 Pottsville, PA 17901
 (570) 622-1995
 SNYDER COUNTY
 CCCS of Western PA
 2000 Linglestown Road
 Harrisburg, PA 17102
 888-511-2227
 Community Action Commission
 of Captial Region
 1514 Derry Street
 Harrisburg, PA 17104
 (717) 232-9757
 Urban League of Metropolitan
 Hbg
 2107 N. 6th Street
 Harrisburg, PA 17101
 (717) 234-5925
 SOMERSET COUNTY
 CCCS of Western PA
 219-A College Park Plaza
 Johnstown, PA 15904
 888-511-2227
 CCCS of Western PA, Inc.
 1 North Gate Square
 #2 Garden Center Drive
 Greensburg, PA 15601
 888-511-2227
 Center for Community Services
 10241 Lincoln Highway
 Everett, PA 15537
 (814) 623-9129
 Fayette Co. Community Action
 Agency, Inc.
 137 North Beeson Avenue
 Uniontown, PA 15401
 (724) 437-6050 OR 1-800-427-
 INFO
 Keystone Economic Development
 Corp.
 1954 Mary Grace Lane
 Johnstown, PA 15901
 (814) 535-6556
 Tableland Services Inc.
 535 East Main Street
 Somerset, PA 15501
 (814) 445-9628 - 1-800-452-0148

SULLIVAN COUNTY
 CCCS of Northeastern PA
 Genetti Towers
 77 E Market Street, 7th Floor
 Wilkes-Barre, PA 18702
 570-821-0837
 CCCS of Northeastern PA
 1400 Abington Executive Park
 Suite 1
 Clarks Summitt, PA 18411
 570-587-9163
 The Trehab Center of
 Northeastern PA
 German Street
 P.O. Box 389
 Dushore, PA 18614
 (570) 928-9667
 SUSQUEHANNA COUNTY
 CCCS of Northeastern PA
 Genetti Towers
 77 E Market Street, 7th Floor
 Wilkes-Barre, PA 18702
 570-821-0837
 The Trehab Center of Northeastern
 PA
 10 Public Ave
 PO Box 366
 Montrose, PA 18801
 (570) 278-3338 or 1-800-982-
 4045
 TIoga COUNTY
 CCCS of Northeastern PA
 1400 Abington Executive Park
 Suite 1
 Clarks Summitt, PA 18411
 570-587-9163
 CCCS of Northeastern PA
 Genetti Towers
 77 E Market Street, 7th Floor
 Wilkes-Barre, PA 18702
 570-821-0837
 The Trehab Center of Northeastern
 PA
 144 E. East Avenue
 Wellsboro, PA 16901
 (570) 724-5252
 UNION COUNTY
 CCCS of Northeastern PA
 1400 Abington Executive Park
 Suite 1
 Clarks Summitt, PA 18411
 570-587-9163
 CCCS of Northeastern PA
 Genetti Towers
 77 E Market Street, 7th Floor
 Wilkes-Barre, PA 18702
 570-821-0837
 CCCS of Northeastern PA
 201 Basin Street
 Suite 6
 Williamsport, PA 17701
 (570) 323-6627

CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
888-511-2227
Lycom-Clnth Co Comm fo Comm Action
2138 Lincoln Street
P.O. Box 3568
Williamsport, PA 17703
(570) 326-0587
VENANGO COUNTY
CCCS of Western PA
1138 N. Main St. Extension
Butler, PA 16001
888-511-2227
Center for Family Services, Inc.
213 Center Street
Meadville, PA 16335
(814) 337-8450
Greater Erie Community Action Committee
18 West 9TH Street
Erie, PA 16501
(814) 459-4581
JFK Center, Inc.
2021 East 20th Street
Erie, PA 16510
(814) 898-0400
St. Martin Center
1701 Parade Street
Erie, PA 16503
(814) 452-6113
WARREN COUNTY
Booker T. Washington Center
1720 Holland Street
Erie, PA 16503
(814) 453-5744
Greater Erie Community Action Committee
18 West 9TH Street
Erie, PA 16501
(814) 459-4581
St. Martin Center
1701 Parade Street
Erie, PA 16503
(814) 452-6113
Warren-Forest Counties Economic Opportunity Council
1209 Pennsylvania Ave, West
P.O. Box 547
Warren, PA 16365
(814) 726-2400
WASHINGTON COUNTY
Action Housing, Inc
425 6th Avenue
Suite 950
Pittsburgh, PA 15219
(412) 391-1956 or (412)281-2102 or
1 (800) 792-2801
CCCS of Western PA, Inc.
1 North Gate Square

#2 Garden Center Drive
Greensburg, PA 15601
888-511-2227
CCCS of Western PA, Inc.
90 East Chestnut Street
Washington, PA 15301
888-511-2227
Community Action Southwest
58 East Greene Street
Waynesburg, PA 15370
(724) 852-2893
Community Action Southwest
150 West Beau Street
Suite 304
Washington, PA 15301
(724) 225-9550
Housing Opportunities Inc.
133 Seventh Street
P.O. Box 9
McKeesport, PA 15134
(412) 664-1906
Housing Opportunities Services, Inc.
332 5th Avenue
Executive Building, Suite 214
McKeesport, PA 15132
412-678-9003
New Life Community Housing Development Corporation
712 Hawkins Avenue
Braddock, PA 15104
412-351-4077
WAYNE COUNTY
CCCS of Northeastern PA
1400 Abington Executive Park
Suite 1
Clarks Summitt, PA 18411
570-587-9163
CCCS of Northeastern PA
411 Main Street
Suite 102 E
Stroudsburg, PA 18360
(570) 420-8980 or 800-922-9537
CCCS of Northeastern PA
Genetti Towers
77 E Market Street, 7th Floor
Wilkes-Barre, PA 18702
570-821-0837
The Trehab Center of Northeastern PA
232 Sunrise Avenue
Suite A1
Honesdale, PA 18431
(570) 253-8941

WESTMORELAND COUNTY
Action Housing, Inc
425 6th Avenue
Suite 950
Pittsburgh, PA 15219
(412) 391-1956 or (412)281-2102 or
1 (800) 792-2801

CCCS of Western PA, Inc.
1 North Gate Square
#2 Garden Center Drive
Greensburg, PA 15601
888-511-2227
Community Action Southwest
58 East Greene Street
Waynesburg, PA 15370
(724) 852-2893
Housing Opportunities Inc.
133 Seventh Street
P.O. Box 9
McKeesport, PA 15134
(412) 664-1906
Housing Opportunities Services, Inc.
332 5th Avenue
Executive Building, Suite 214
McKeesport, PA 15132
412-678-9003
Indiana Co. Community Action Program
827 Water Street
Box 187
Indiana, PA 15701
(724) 465-2657
Keystone Economic Development Corp.
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
New Life Community Housing Development Corporation
712 Hawkins Avenue
Braddock, PA 15104
412-351-4077
Tableland Services Inc.
535 East Main Street
Somerset, PA 15501
(814) 445-9628 - 1-800-452-0148
WYOMING COUNTY
CCCS of Northeastern PA
1400 Abington Executive Park
Suite 1
Clarks Summitt, PA 18411
570-587-9163
CCCS of Northeastern PA
Genetti Towers
77 E Market Street, 7th Floor
Wilkes-Barre, PA 18702
570-821-0837
Comm. on Econ Opportunity of Luzerne County
163 Amber Lane
Wilkes-Barre, PA 18702
(570) 826-0510 OR 1-800-822-0359
The Trehab Center of Northeastern PA
115 SR 92S
Tunkhannock, PA 18657
(570) 836-6840

YORK COUNTY
Adams County Housing Authority
139-143 Carlisle St.
Gettysburg, PA 17325
(717) 334-1518
American Red Cross—Hanover
Chapter
529 Carlisle Street
Hanover, PA 17331
(717) 637-3768
CCCS of Western PA
2000 Linglestown Road
Harrisburg, PA 17102
888-511-2227
CCCS of Western PA, Inc.
Colonial Shopping Center
970 S. George St
York, PA 17403
888-511-2227
Housing Council of York
35 South Duke Street
York, PA 17401
(717) 854-1541

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PAUL A. MCGINLEY
DONALD LABARRE, JR.
J. JACKSON EATON, III
MICHAEL A. HENRY
PATRICK J. REILLY
ANNE K. MANLEY
SUSAN ELLIS WILD
VICTOR F. CAVACINI
THOMAS E. REILLY, JR.
ROBERT A. ALPERT
ALLEN I. TULLAR
RAYMOND J. DERAYMOND
THOMAS A. CAPEHART
JOHN F. GROSS

ATTORNEYS AT LAW
33 SOUTH SEVENTH STREET
P.O. BOX 4060
ALLENTOWN, PENNSYLVANIA 18105-4060

(610) 820-5450
TELEFAX (610) 820-6006

KIMBERLY G. KRUPKA
K. A. SPOTTS-KIMMEL
ERROL C. DEANS, JR. *
ANDREW H. RALSTON, JR.
LUCAS J. REPKA
KELLY RUSH SULLIVAN

OF COUNSEL
DAVID C. KEEHN
MICHAEL J. PIOSA

*Also admitted in NY

EASTON OFFICE:
717 WASHINGTON ST
EASTON PA 18042
(610) 258-1506

TO: Robert E. MacTavish:

We have filed this complaint against you on behalf of our client, 21st Mortgage Corporation.

WE ARE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. Section 1692, TO PROVIDE YOU WITH THE FOLLOWING NOTICE:

The amount of the debt owed by you is \$66,603.10 as of November 24, 2007.

Chase Manhattan Bank, USA is the original creditor for this debt.

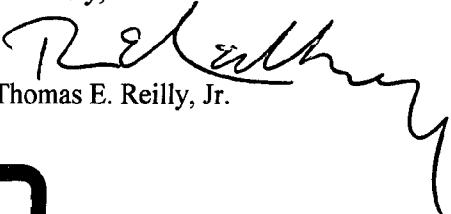
You have thirty (30) days from the date of this Notice to dispute the validity of this debt. If you fail to dispute the validity of this debt within thirty (30) days, we will assume the debt is valid and the amount of the debt is correct. If you notify us in writing that the debt or any portion thereof is disputed by you, we will obtain verification of the debt from our client and provide such verification to you.

Please note that the thirty (30) day period described above, the Bank is not required to wait thirty (30) days to take any action to enforce its rights to collect the amount owed, including, but not limited to, filing a lawsuit against you. As such, you should expect the Bank to proceed with any such action within the time frame set forth in the accompanying Complaint or documents, and any other previous correspondence you may have received directly from the Bank.

Please note that if you have filed a petition in bankruptcy or if you have received a discharge in bankruptcy, this notice is for information purposes only and should not be considered as an attempt to collect the debt, but only enforcement of a lien against property.

This letter is from a debt collector. This letter and any other correspondence from this office is an attempt to collect a debt and any information obtained will be used for that purpose.

Sincerely,


Thomas E. Reilly, Jr.

EXHIBIT

"E"

FILED
DEC 11 2007
William A. Shew
Prothonotary/Clerk of Courts

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

21st MORTGAGE CORPORATION, successor)
to Vanderbilt Mortgage and Finance Inc.,)
Assignee of Chase Manhattan Bank, USA) NO. 2007-2013-CD
Plaintiff)
)
vs.) MORTGAGE FORECLOSURE
ROBERT E. MACTAVISH,)
Defendant)

PRAECIPE FOR REINSTATEMENT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in Mortgage Foreclosure in the above-captioned matter.

GROSS MCGINLEY LABARRE & EATON

Date: January 14, 2008

By: RE
Thomas E. Reilly, Jr., Esq.
Attorney for Plaintiff
Attorney I. D. No. 41668

33 South 7th Street, PO Box 4060
Allentown, PA 18105-4060
(610) 820-5450

Atty pd. 7.00
1/18/2008 ICC Atty
William A. Shaw
Prothonotary/Clerk of Courts
ICC & Consp
Reinstated
to Sheriff
(6K)

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103524**

21st MORTGAGE CORPORATION, successor

Case # 07-2013-CD

vs.

ROBERT E. MACTAVISH

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW April 18, 2008 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO ROBERT E. MACTAVISH, DEFENDANT. ATTEMPTED, NO RESPONSE

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GROSS	27223	10.00
SHERIFF HAWKINS	GROSS	27223	20.41

1st
Service

03:10pm
APR 18 2008
6

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

____ Day of _____ 2008

So Answers,

*Chester A. Hawkins
by Marilyn Harris*
Chester A. Hawkins
Sheriff

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

21st MORTGAGE CORPORATION, successor)
to Vanderbilt Mortgage and Finance Inc.,)
Assignee of Chase Manhattan Bank, USA) NO. 2007-2013-CV
Plaintiff)
vs.)
ROBERT E. MACTAVISH,) MORTGAGE FORECLOSURE
Defendant)

NOTICE TO DEFEND

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. 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 ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 E. MARKET STREET
CLEARFIELD, PA 16830
(814) 765-2641 EXT. 5982

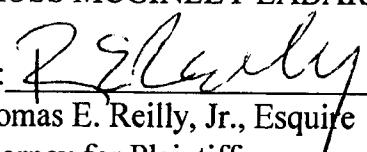
I hereby certify this to be a true and accurate copy of the original statement filed in this cause.

DEC 11 2007

Attest.


William J. Reilly
Prothonotary
Clerk of Courts

GROSS MCGINLEY LABARRE & EATON

By: 
Thomas E. Reilly, Jr., Esquire
Attorney for Plaintiff
Attorney I. D. No. 41668

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

21st MORTGAGE CORPORATION, successor)
to Vanderbilt Mortgage and Finance Inc.,)
Assignee of Chase Manhattan Bank, USA) NO.
 Plaintiff)
)
 vs.)
)
ROBERT E. MACTAVISH,)
 Defendant)

COMPLAINT

And now, comes the Plaintiff, 21st Mortgage Corporation, successor to Vanderbilt Mortgage and Finance, Inc., assignee of Chase Manhattan Bank, USA by and through its attorney, Thomas E. Reilly, Jr., Esquire, and in support of the within causes of action avers as follows:

1. Plaintiff, 21st Mortgage Corporation ("Lender") is a Delaware Corporation with an office located at 620 Market Street, One Centre Square, Knoxville, Tennessee 37902.
2. Defendant, Robert E. MacTavish, is an adult individual residing at 414 E. Locust Street, Apartment A, Clearfield, Clearfield County, PA 16830.
3. Defendant is the owner of certain real property located at 1066 VFW Road, Frenchville, Covington Township, Clearfield County, Pennsylvania and more specifically described in Exhibit "A" which is attached hereto and incorporated herein.

4. On or about July 25, 2003, Defendant executed and delivered a Mortgage to Chase Manhattan Bank, USA, NA, upon the Premises, which Mortgage was recorded on July 31, 2003 in the Office of the Recorder of Deeds, Clearfield County, Pennsylvania, at Instrument Number 200313611 (the "Mortgage"). A true and correct copy of the Mortgage is attached hereto, marked as Exhibit "B", and incorporated herein.

5. The Mortgage was given as collateral security for a loan to the Defendant, as evidenced by a Promissory Note executed by the Defendant on July 25, 2003 in the principal amount of Sixty-two Thousand Five Hundred Twenty-four Dollars and Seventy-one Cents (\$62,524.71) (the "Contract"). A true and correct copy of the Contract is attached hereto, marked as Exhibit "C", and incorporated herein.

6. Defendant has failed to pay to the Lender the monthly mortgage payments of principal and interest due with regard to the Contract and Mortgage since April 23, 2007.

7. Because of the aforesaid default, on or about August 28, 2007 an Act 91 Notice to take action to save your home from foreclosure was mailed to the Defendant, by certified mail, return receipt requested, wherein Plaintiff demanded that the Defendant make a payment of \$3,454.70 as required by the Mortgage in order to cure the aforesaid default. A true and correct copy of the said Act 91 Notice is attached hereto and marked as Exhibit "D", and incorporated herein.

8. A copy of the Verification Notice pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. Section 1692, is attached hereto, marked as Exhibit "E", and incorporated herein.

9. Defendant has failed to pay the amount demanded in the Act 91 Notice.

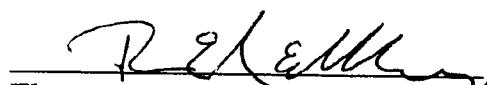
10. Pursuant to the Mortgage, Plaintiff is permitted to recover reasonable attorney's fees as part of this Mortgage Foreclosure Action. Plaintiff anticipates the legal fees in this matter will be One Thousand One Hundred Twenty-five Dollars (\$1,125.00).

11. As a result of the Defendant's failure to pay the amount demanded in the Act 91 Notice, the following amounts are now due pursuant to the terms of the Contract and Mortgage:

Principal Balance	\$60,711.93
Interest to 11/24/07	3,469.39
Late Charges	110.00
Escrow Due	2,311.78
Attorney Fees & Costs	1,125.00
TOTAL	<u>\$67,728.10</u>

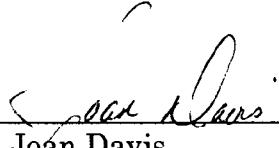
WHEREFORE, Plaintiff demands a judgment in Mortgage Foreclosure in its favor and against the Defendant in the amount of \$67,728.10, plus per diem interest of \$16.70/day from November 24, 2007, late charges, costs of foreclosure and sale of the property and costs of this proceeding.

GROSS MCGINLEY LABARRE & EATON


Thomas E. Reilly, Jr., Esquire
Attorney for 21st Mortgage Corp.
Attorney I.D. No. 41668
33 S. 7TH Street, PO Box 4060
Allentown, PA 18105-4060

VERIFICATION

I, Joan Davis, state that I am the Legal Coordinator for 21st Mortgage Corporation, Plaintiff in the within action, and as such, I am authorized to make this Verification on behalf of the said 21st Mortgage Corporation, and verify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.



Joan Davis

Dated: Dec. 5, 2007

ALL THAT parcel of land known as Lot 4 of the Daniel King Riehl, Jr., Subdivision dated June 1, 1999, said Lot lying $\frac{1}{2}$ mile south of Pennsylvania State Route 879 with Township Road T-648 in Covington Township, Clearfield County, Pennsylvania and being more particularly described as follows:

BEGINNING at a point in the centerline of an unnamed tributary to Sandy Creek at the northeast corner of Lot 3 of the above referenced subdivision, said point being the northwest corner of the land hereby conveyed and running; thence N 49-26-30 E 113.34 feet along the centerline of the unnamed tributary to Sandy Creek to a point; thence N 60-53-09 E 116.07 feet along the same to a point; thence N 88-50-18 E 80.88 feet to a point and corner of Lot 5; thence S 02-51-42 W 329.84 feet to a spike set in the centerline of a 50 foot private Road right-of-way, said line passing through a $\frac{3}{4}$ inch rebar set back 16.50 feet from the said centerline of a Private Road right-of-way to a point; thence S 70-07-38 W 88.14 feet along the same to a point; thence S 67-50-04 W 100.92 feet along the same to a spike set; thence N 05-47-33 E 290.32 feet along Lot 3 to a point in the centerline of the unnamed tributary to Sandy Creek and place of beginning, said line passing through a $\frac{3}{4}$ inch rebar set at 16.50 feet.

BEING THE SAME PREMISES which Thomas A. Gouge, individual and Diane W. Cheek, individual, by their Deed dated July 24, 2003 and recorded on July 31, 2003 in the Office of the Recorder of Deeds in and for the County of Clearfield at Instrument Number 200323610, granted and conveyed unto Robert E. Mactavish, the within mortgagor, his heirs and assigns.

BEING PARCEL NUMBER: 111-Q5-169

EXHIBIT "A"

RECORDATION REQUESTED BY:

Chase Manhattan Bank USA, N. A.
c/o CMMC 110 OAKWOOD DR., STE. 200
WINSTON-SALEM, NC 27103

WHEN RECORDED MAIL TO:

Chase Manhattan Bank USA, N. A.
c/o Chase Manhattan Mortgage Corporation
Document Control Department
1500 North 19th Street 6-North (MH)
Monroe, LA 71201

SEND TAX NOTICES TO:

Robert E. MacLavish
1066 VFW Road
Frenchville, PA 16836

[Space Above This Line For Recording Data] _____

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 25, 2003. The mortgagor is Robert E. MacLavish, RR 1 Box 245 C, West Decatur, PA 16878 ("Borrower"). This Security Instrument is given to Chase Manhattan Bank USA, N.A., which is organized and existing under the laws of the United States of America and whose address is P. O. Box 15569 Wilmington, DE 19850-5569 ("Lender"). Borrower owes Lender the principal sum of Sixty-Two Thousand Five Hundred Twenty-Four and 71/100 Dollars (U.S. \$62,524.71). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 24, 2033. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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 Clearfield County, Pennsylvania:

SEE EXHIBIT "A" ATTACHED

which has the address of 1066 VFW Road
[Street] Frenchville
[City]

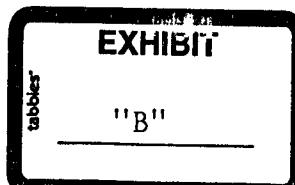
Pennsylvania 16836 ("Property Address");

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.

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



1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the

insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.

Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty 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. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. 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.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, 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 approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. 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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 delivered or mailed 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, 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.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 17 unless applicable law provides otherwise). Lender shall notify borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. 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 without charge to Borrower. Borrower shall pay any recordation costs.

23. 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.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. 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.

26. 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.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 Manufactured Home Rider

Condominium Rider
 Planned Unit Development Rider
 Rate Improvement Rider
 Construction Loan Rider

1-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider
 Affidavit

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

Witnesses:

Witnesses:



Baltimor

(Seal)

Borrower Robert E. MacLavish

Social Security Number: 177606707

10 of 10

Social Security Number:

I certify that the precise address of the within named Landlord is:

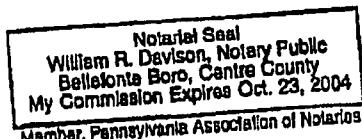
Chase Manhattan Bank USA, N. A.
c/o CMMC 110 OAKWOOD DR., STE. 200
WINSTON-SALEM, NC 27103

Signature: _____
Agent on Behalf of Lender

[Space Below This Line For Acknowledgement]

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF *Clarifield*)
) 55.

On this 25th day of July, 2021, before me the subscriber personally appeared Robert E MacLaurin (and) _____ to me known and known to me to be the same person(s) described in and who executed the foregoing instrument, and (s)he/they duly (jointly and severally) acknowledged to me that (s)he/they executed the same.



**Notary Public : State of FLA
Qualified in the County of Cubre
My Commission expires: 1-23-01**

[Space Below This Line Reserved For Lender and Recorder]

After recording mail to: **Chase Manhattan Bank USA, N. A.**
c/o Chase Manhattan Mortgage Corporation
Document Control Department
1500 North 19th Street 6-North (MH)
Monroe, LA 71201

This Instrument Prepared by:

Syracuse Metro Abstract

EXHIBIT A

ALL that parcel of land known as Lot 4 of the Daniel King Riehl, Jr. Subdivision dated June 1, 1999, said Lot lying $\frac{1}{2}$ mile south of Pennsylvania State Route 879 with Township Road T-648 in Covington Township, Clearfield County, Pennsylvania and being more particularly described as follows:

BEGINNING at a point in the centerline of an unnamed tributary to Sandy Creek at the northeast corner of Lot 3 of the above referenced subdivision, said point being the northwest corner of the land hereby conveyed and running: thence N 49-26-30 E 113.34 feet along the centerline of the unnamed tributary to Sandy Creek to a point; thence N 60-53-09 E 116.07 feet along the same to a point; thence N 88-50-18 E 80.88 feet to a point and corner of Lot 5; thence S 02-51-42 W 329.84 feet to a spike set in the centerline of a 50 foot Private Road right-of-way, said line passing through a 3/4 inch rebar set back 16.50 feet from the said centerline of a Private Road; thence S 77-32-13 W 107.39 feet along the centerline of the 50 foot Private Road right-of-way to a point; thence S 70-07-38 W 88.14 feet along the same to a point; thence S 67-50-04 W 100.92 feet along the same to a spike set; thence N 05-47-33 E 290.32 feet along Lot 3 to a point in the centerline of the unnamed tributary to Sandy Creek and place of beginning, said line passing through a 3/4 inch rebar set at 16.50 feet.

CHASE MANHATTAN BANK USA, N.A.
PROMISSORY NOTE AND SECURITY AGREEMENT - MANUFACTURED HOME - FIXED RATE

MEANING OF SOME WORDS. In this Promissory Note and Security Agreement (this "Note"), (1) "you" and "your" mean anyone who signs it, (2) "we," "us" and "our" means Chase Manhattan Bank USA, N.A. and its successors and assigns, (3) "Loan" means the loan we made to you in the principal amount of \$62,524.71, (4) "Security Instrument" means the Mortgage, Open-end Mortgage, Deed of Trust or Credit Line Deed of Trust dated the same date as this Note, and any riders to it, (5) "Construction Loan Agreement" means the agreement (if any) between you and us dated the same date as this Note, (6) "Loan Documents" means the Note, the Security Instrument, and the Construction Loan Agreement, and (7) "Manufactured Home" or "Home" mean the manufactured home and the additional Appliances, Accessories and Furnishings sold with it.

PROMISE TO PAY AND PAYMENT TERMS. You promise to pay us the principal amount of \$62,524.71 plus interest. Interest will be computed and charged at the yearly rate of 9.75 (the "Note Rate"). The principal includes any prepaid finance charges that we advanced on your behalf. When we calculate interest, every year shall consist of 365 days. You promise to pay interest at the Note Rate on the balance due on this Note until it is paid in full. Interest will be computed and charged from the date you make each payment to the date that you actually make your next payment, without regard to the date that you are scheduled to make your payments. Early payments may decrease the total amount of interest you must pay on this Note; late payments may increase the total amount of interest you must pay on this Note.

You promise to pay principal and interest by paying to us 360 monthly payments in the amount of \$537.18 each. Your first payment will be due on November 24, 2003, and subsequent payments will be due on the same day of each month after that. Unless we agree differently in writing, or are otherwise required by law, payments will be applied first to accrued unpaid interest, then to principal, next to unpaid advances we make on your behalf, and last to any unpaid collection costs and late charges. If on October 24, 2033, you still owe amounts under this Note, you will pay those amounts in full on that date (the "Maturity Date"). You will make all payments to Chase Manhattan Bank USA, N.A., c/o Chase Manhattan Mortgage Corporation, P. O. Box 91958, Cleveland, OH 44101-3958, or any other address to which we later tell you (in writing) to send your payments. We do not intend to charge or collect any interest, charge, or fee that is more than the law allows. If we charge or collect any amount over what the law allows, we will apply the excess first to the principal balance, and we will refund any excess if you have paid in full all amounts due under the Loan Documents. Any amount applied to principal will be treated as a partial prepayment.

LATE CHARGE; DISHONORED CHECK CHARGE: Each time you fail to make a payment in full within 15 days after it is due, you will pay a late charge of five percent (5%) of the unpaid amount of such payment or five dollars (\$5), whichever is less. Only one late charge may be collected on any installment no matter how long it remains in default. If a check, draft or similar instrument you give us for payment on your account is not paid or is dishonored by your financial institution, you will pay us a bad check charge of \$20, or the maximum amount allowed by law, if less.

YOUR RIGHT TO PREPAY: YOU MAY PREPAY ANY AMOUNTS DUE UNDER THIS NOTE AT ANY TIME WITHOUT PENALTY. If you (1) prepay this Note in full, or (2) default and fail to cure your default and we demand payment of the entire balance due on this Note, no portion of any Prepaid Finance Charge will be rebated. All Prepaid Finance Charges are earned when paid.

DESCRIPTION OF THE MANUFACTURED HOME.

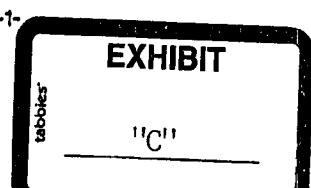
New New/Used	2004 Year	Fleetwood Manufacturer's Name	Suncrest 3523J Model Name & Model No.	Manufacturer's Serial #	56 x 24 Length x Width
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The Manufactured Home includes the additional Appliances, Accessories and Furnishings:

Item	Serial #	Item	Serial #
Coleman A/C			

LOCATION OF THE MANUFACTURED HOME. Until all amounts owed under the Loan Documents are paid in full, you promise the Manufactured Home will be permanently affixed to the real property described in the Security Instrument. We will send all notices concerning your Home and your Loan to:

1066 VFW Road Street or Route	Frenchville City	Clearfield County	PA State	18836 Zip Code
----------------------------------	---------------------	----------------------	-------------	-------------------



OUR SECURITY INTEREST: To secure payment of all sums due or which become due under the Loan Documents, and your performance of all other terms of Loan Documents, you grant us a security interest in (1) the Manufactured Home, and all accessions, attachments, accessories, replacements and additions to the Home, whether added now or later, (2) the "Property" described in the Security Instrument, (3) your rights to refunds of premiums for and payments under, and proceeds of any insurance purchased with the proceeds of this Note, and (4) proceeds and products of all of the foregoing (collectively, the "Collateral"). Our security interest shall remain in effect until you have paid in full all amounts due under the Loan Documents. Despite any other provision of the Loan Documents, however, we are not granted, and will not have, a nonpurchase money security interest in household goods, to the extent such a security interest would be prohibited by applicable law. You will pay any filing or recording fees necessary for us to get and keep in force our security interest, and any release, discharge or termination fees, after the Loan is paid in full.

ASSUMPTION: Someone buying your Manufactured Home and the real property on which it is located cannot assume the remainder of the Loan on the original terms.

REQUIRED HAZARD INSURANCE: You must insure the Manufactured Home and the Property described in the Security Instrument against loss by fire, and other hazards included within the term "extended coverage." Whenever the Manufactured Home is transported on the highway, you must have trip insurance. Whenever the Manufactured Home is located in an area that has been identified by the Federal Emergency Management Agency as an area having special flood hazards, you must get flood insurance. This "Required Insurance" must be in an amount equal to the lesser of the actual cash value of the Manufactured Home or the remaining unpaid balance owing under the Loan Documents, with deductibles not to exceed \$500. The Required Insurance must (1) be issued by an insurer and have terms and conditions satisfactory to us, (2) name "Chase Manhattan Bank USA, N.A. and its successors and assigns, as their interests may appear", as loss payee, (3) provide that such insurance will not be canceled or modified without at least 30 days prior written notice to the loss payee, and (4) not include any disclaimer of the insurer's liability for failure to give such notice.

You agree to keep the Required Insurance in force until all amounts you owe us under the Loan Documents are paid in full. You will provide us with the original insurance policy, or other proof satisfactory to us of the Required Insurance. You will provide us with proof of renewal of the Required Insurance at least 30 days prior to any scheduled termination. You will not allow any condition to exist which would, in any way, invalidate insurance on the Property. In the event of loss or damage to the Manufactured Home, we may require additional security or assurances of payment before we allow any amounts paid by the insurance company (the "Insurance Proceeds") to be used to repair or replace the Manufactured Home. We may, if we want, use any Insurance Proceeds to reduce any unpaid balance due on the Loan. You authorize us to adjust your losses, and sign your name to any check, draft or other papers necessary to obtain Insurance Proceeds. You authorize any insurer to pay us directly. If Insurance Proceeds paid to us do not pay off all amounts you owe us under the Loan Documents, you are responsible for the balance.

If at any time you fail to buy or keep in force the Required Insurance, we may (but are not required to) get it for you, at your expense. This insurance may be, at our option, single or dual interest insurance. You authorize us to release to third parties any information necessary to monitor the status of insurance on your Manufactured Home, and to get the insurance described in the Loan Documents. You agree that we or one of our affiliates may earn a fee or commission in connection with placement of any insurance sold in connection with the Loan Documents to the extent permitted by law.

CARE OF THE COLLATERAL: You agree that:

1. **Our Lien.** You will do whatever is necessary to keep our claim to a first priority security interest in the Collateral valid and will not grant or permit any lien on the Collateral other than ours. You will not try to sell or transfer any rights in the Collateral without our prior written consent. You will sign any additional documents or provide us with any additional information we may require in connection with our claim to the Collateral.
2. **Use of the Home.** You will keep the Manufactured Home and the Property in your possession in good condition and repair. You will maintain the Required Insurance. You will not use the Manufactured Home or the Property for business or rent it to someone else without getting our permission in writing first. You will use the Manufactured Home and the Property only for its intended and lawful purposes.
3. **No Sale.** You will not sell or transfer any rights in the Collateral without our prior written consent.
4. **Taxes and Assessments.** You will pay when due all taxes, fees, expenses, and assessments on or against the Manufactured Home and the Property, and any park or lot rent or related charges.
5. **Our Right to Information.** You will notify us promptly of any loss, or damage to, or confiscation, or theft of the Manufactured Home and the Property. When we ask for it, You promptly will provide us with proof that (1) you have the insurance required under the Loan Documents, (2) all taxes assessed against the Manufactured Home and the Property have been paid, (3) all park or lot rent (and any other related charges) due have been paid, (4) our lien is the only lien against the Collateral, and (5) the Manufactured Home and the Property is in good condition and repair. You will provide us reasonable access to the Manufactured Home and the Property for the purpose of inspection.

DEFAULT: You will be in default on the Loan if: (1) You fail to make when due any payment under the Loan Documents; or (2) You fail to keep any other promise you have made in any Loan Document; or (3) you die or become legally unable to manage your affairs; or (4) any statement of fact, representation or warranty you make to us in your loan application, or in any Loan Document is false, misleading, inaccurate, or incomplete.

NOTICE OF DEFAULT: If you are in default, we will send you a Notice of Default and Right to Cure Default (the "Notice"), when required by law. The Notice will explain why you are in default and how you can cure it. If we are required to send you a Notice, we will not accelerate the unpaid balance of the Note, or repossess or foreclose on any Collateral until after we send you the Notice, and any cure

period it describes has passed. We may not be required to send you a Notice if: (1) you have abandoned the Collateral, (2) you received two Notices in the prior one-year period, or (3) other extreme circumstances exist.

REMEDIES: If you are in default on the Loan, we have all of the remedies provided by law, by this Note, and the other Loan Documents. Before using a remedy, we will send you any notice and wait for any cure period that the law may require for that remedy. Our remedies include the following:

1. **Entire Balance Due Immediately.** We may require you to immediately pay us all amounts due under the Loan Documents.
2. **Advances to Protect the Collateral.** We may, but are not required to, pay taxes, insurance premiums, fees, expenses, charges or assessments respecting the Manufactured Home or the Property, or pay to satisfy liens on or to make repairs to the Manufactured Home or the Property if you have not done so as required in this Note. Any amount we pay may be added to the amount you owe us and will be secured by the Collateral. At our sole option, we may (1) demand that you repay these amounts immediately, (2) add these amounts to your regularly scheduled payments, (3) add these amounts as additional installments due, or (4) add these amounts to the final installment due on this Note. You will pay us interest at the Note Rate on any such amounts not repaid immediately by you.
3. **Attorney's Fees.** You will pay our costs for collecting amounts you owe us, including, without limitation, court costs, reasonable attorneys' fees (if we refer your Loan for collection to an attorney who is not our salaried employee) to the extent permitted by law.
4. **Repossession.** At our option, to the extent permitted by law, we may elect to treat the Manufactured Home as personal property (the "Personal Property Collateral"). We may repossess the Personal Property Collateral if: (1) you are in default, and (2) you do not use any right to cure your default that you may have, and (3) we declare immediately payable in full the entire balance due on the Loan Documents, and (4) we send you any Notice of Acceleration required by law, and (5) within the time stated in the Notice of Acceleration you fail to pay us the entire balance due on the Loan Documents. After we follow these steps, we may repossess without giving you any further notice. We may repossess peacefully from the place where the Personal Property Collateral is located without your permission. We also may require you to make the Personal Property Collateral available to us at a place we designate that is reasonably convenient to you and us. At our option, to the extent permitted by law, we may detach and remove Personal Property Collateral from the real property on which it is located, or we may take possession of it and leave it on the real property. You agree to cooperate with us if we exercise these rights.

After we repossess, we may then sell the Personal Property Collateral and apply what we receive to our reasonable repossession, repair, storage, and sale expenses, and then toward any other amounts you owe under the Loan Documents, as allowed by law.

If we repossess, we also may take possession of any other property anywhere in or attached to the Personal Property Collateral. We agree to return all such property to you upon your request. We may hold the property for you at your risk without liability on our part. If we take possession of any such property, we will notify you in writing. If you do not then promptly claim and take possession of this property, we have your permission to dispose of it in a reasonable manner. You will pay any reasonable charges which we may incur for storing or shipping such property.

5. **Cancel Financed Insurance.** We may cancel any insurance for which all or a part of the premium or charge was financed hereunder and obtain a refund of unearned premiums or charges and apply them against amounts owing under the Loan Documents.

6. **Suit for Deficiency.** Except when prohibited by law, we may sue you for additional amounts if the sale proceeds do not pay all you owe us.

7. **Cumulative Remedies.** By choosing any one or more of these remedies, we do not waive our right to later use one or more other remedies, except as limited by applicable law. Exercise of any one or more remedies against one or more of you will not prevent us from pursuing any other remedy or remedies against any one or more of you in the future. If we do not act on any default, we do not give up our right to later treat that type of event as a default.

OBLIGATIONS INDEPENDENT: Each of you who signs this Note is independently responsible to pay any amounts which are due or become due under it and to keep the other promises made in this Note. Each of you has this responsibility even if: (1) someone else has also signed it; or (2) we release or do not try to collect amounts due from another who is also responsible to pay this Note; or (3) we release any security or do not try to take back any Collateral; or (4) we give up any other rights we may have; or (5) we extend new credit or renew this Note.

WAIVER: Unless the law or this Note provide otherwise, we are not required to: (1) demand payment of amounts due; (2) give notice that amounts due have not been paid, or have not been paid in the appropriate amount, time, or manner; or (3) give notice that we intend to make, or are making, this Note immediately due.

LAW THAT APPLIES TO THIS NOTE: This Note shall be governed by the applicable laws and regulations of the United States and of the state where the Home is to be permanently affixed. If a court decides that any part of the Note is not valid, the rest of the Note still will be binding and effective.

ENTIRE AGREEMENT: The Loan Documents state the entire agreement between you and us concerning the terms and conditions of our Loan to you, and may be changed only by a writing signed by you and us. **THE LOAN DOCUMENTS MAY NOT BE CHANGED ORALLY.**

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

If you do not meet your contract obligations, you may lose the Manufactured Home, any other property you bought with the Loan, or other household goods and furniture.

You acknowledge that on July 25, 2003 you read, signed, and received a completely filled in copy of this Note.

Borrower Robert E. Mactavish

Borrower _____

Borrower _____

Borrower _____

For Persons with No Personal Liability on the Loan.

You are signing this Agreement, with the intent to be legally bound, only to give us a security interest in the Collateral. You agree to all of the terms and conditions of this Agreement. You also are waiving any homestead rights to the extent permitted by law. However, you have no personal obligation to pay the Loan.

X _____

X _____

CONSTRUCTION LOAN RIDER AMENDING NOTE

This Rider is incorporated into and shall be deemed to amend and supplement the Promissory Note and Security Agreement (the "Note") of the same date given by the undersigned Borrower to evidence your indebtedness (the "Loan") to Chase Manhattan Bank USA, N.A. and its successors and assigns. All terms defined in the Note shall have the same meaning in this Rider. You hereby agree to the following:

1. **CONSTRUCTION/PERMANENT LOAN:** The Note, as amended by this Rider, is for both a construction loan and a permanent mortgage loan. During the Construction Period of the Loan, we will advance funds in accordance with the Construction Loan Agreement dated the same date as this Rider (the "Construction Loan Agreement"). The "Construction Period" is the period extending from the date of our initial advance of funds until the Completion Date specified in the Construction Loan Agreement. On the day the Construction Period ends, the Loan will be a permanent mortgage loan ("Permanent Mortgage Loan Date").
2. **INTEREST AND PAYMENTS:** Choose (A) or (B): (A) Interest will accrue on the total amount advanced under your Note beginning on the Permanent Mortgage Loan Date. (B) You will pay interest only on the amounts advanced at the Note Rate during the Construction Period of the Loan. Your Construction Period interest payments will be due and payable twenty (20) days after being billed by us. Any portion of a payment we receive in excess of the interest due during the Construction Period or any funds we do not advance under the Construction Loan Agreement may, at our option, be used to pay costs associated with the Construction Period or may be credited as a partial prepayment of the Principal amount of the Loan. Beginning on the Permanent Mortgage Loan Date, principal and interest payments will be due and payable as set forth in the Note. Interest will be computed and charged from the date you make each payment to the date that you actually make your next payment, without regard to the date that you are scheduled to make your payments. However, after the Permanent Mortgage Loan Date, if you make a monthly payment before it is due, interest will be computed and charged to the date of the most recent bill we have sent you.
3. **PERMANENT AFFIXATION OF THE MANUFACTURED HOME:** Notwithstanding anything to the contrary contained in the Note, you promise that the Manufactured Home described in the Note (the "Manufactured Home") will be permanently affixed to the real property described in the Note from the time immediately prior to the final advance under the terms of the Construction Loan Agreement until the Note is paid in full.
4. **NOTICE OF NO ORAL AGREEMENT:** THE NOTE, THIS RIDER, THE CONSTRUCTION LOAN AGREEMENT, AND THE SECURITY INSTRUMENT, AS AMENDED, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

BY SIGNING BELOW, you accept and agree to the terms and covenants contained in this Rider.

Dated this July 25, 2003

Robert E. Mactavish
Borrower

(SEAL)

Robert E. Mactavish
Printed Name

Witness

(SEAL)

Borrower

Printed Name

Witness

(SEAL)

Borrower

Printed Name

Witness

(SEAL)

Borrower

Printed Name

Witness

CHASE MANHATTAN BANK USA, N. A.

Manufactured Home Rider to Security Instrument

Meaning of Some Words. As used in this Rider, the term "Security Instrument" means the Mortgage, Open-End Mortgage, Deed of Trust or Credit Line Deed of Trust, or Trust Indenture which is dated with the same date as this Rider. As used in this Rider and in the Security Instrument, the term "Note" means the Promissory Note and Security Agreement which is dated with the same date as the Security Instrument. As used in this Rider, the term "Lender" means CHASE MANHATTAN BANK USA, N. A. and any subsequent holder of the Note and the Security Instrument, the term "Borrower" means anyone signing the Note or the Security Instrument as a Borrower and the term "Property" includes the Manufactured Home, as that term is defined in the Note, to the extent it constitutes real property or a fixture.

Purpose and Effect of Rider. IF THERE IS A CONFLICT BETWEEN THE PROVISIONS IN THIS RIDER AND THOSE IN THE SECURITY INSTRUMENT OR THE NOTE, THE PROVISIONS IN THE RIDER WILL CONTROL. THE CONFLICTING PROVISIONS IN THE SECURITY INSTRUMENT AND THE NOTE WILL BE ELIMINATED OR MODIFIED AS MUCH AS IS NECESSARY TO MAKE ALL OF THE CONFLICTING TERMS AGREE WITH THIS RIDER.

Lender's Security Interest. All of Borrower's obligations in the Security Instrument shall be secured by the Manufactured Home:

New New/Used	2004 Year	Fleetwood Manufacturer's Name	Suncrest 3523J Model Name & Model No.	Manufacturer's Serial #	56 x 24 Length x Width
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(a) Borrower covenants and agrees that Borrower will comply with all State and local laws, and regulations regarding the affixation of the Manufactured Home to the real property described in the Security Instrument including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and accompanying documentation necessary to classify the Manufactured Home as real property under State and local law.

(b) Borrower covenants that affixing the Manufactured Home to the real property legally described herein does not violate any zoning laws or other local requirements applicable to manufactured homes.

Funds for Taxes and Insurance. Lender hereby waives the requirements of Paragraph 2 of the Security Instrument. Lender, however, specifically reserves to itself and its successors and assigns the right to revoke this waiver at any time and reinstate and enforce the requirements of paragraph 2 of the Security Instrument.

Application of Borrower's Payments. Paragraph 3 of the Security Instrument is amended to read:

3. **Application of Payments.** BORROWER MAY PREPAY ANY AMOUNTS DUE UNDER THE NOTE OR THE SECURITY INSTRUMENT AT ANY TIME, WITHOUT PENALTY. Unless applicable law provides otherwise, Lender will apply each of Borrower's payments under the Note and under this Security Instrument in the following order and for the following purposes: First, to amounts payable under paragraph 2, if any; Second, to pay interest due; Third, to pay principal due; Fourth, to reimburse Lender for payments made by Lender to protect its lien under this Security Instrument; Fifth, to pay late charges due under the Note; and Last, to pay any other amount due under the Note and this Security Instrument. However, Lender, in its sole discretion, may elect to apply any of Borrower's payments in any order it chooses.

Charges; Liens. The first paragraph of Paragraph 4 of the Security Instrument is amended to read:

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property. Borrower shall pay these obligations on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and receipts evidencing the payments.

Hazard or Property Insurance. The first paragraph of Paragraph 5 of the Security Instrument is amended to add a new second sentence as follows:

Borrower will keep the Manufactured Home and any other improvements on the Property insured against loss by flood if the Property is located in a special flood hazard area.

The third paragraph of Paragraph 5 of the Security Instrument is amended to read:

Borrower will not allow any condition to exist which would, in any way, invalidate insurance on the Property. In the event of loss or damage to the Manufactured Home, Lender may require additional security or assurances of payment before Lender

ATED this July 25, 2003.

Robert E. MacAvish

(SEAL)

Borrower

Robert E. MacAvish

Printed Name

W. MacAvish

Witness

Borrower

(SEAL)

Printed Name

Witness

Borrower

(SEAL)

Printed Name

Witness

Borrower

(SEAL)

Printed Name

Witness

For Persons with No Personal Liability on the Loan.

You are signing this Agreement only to give us a security interest in the Collateral described in the Note and the Property described in the Security Instrument. You agree to all of the terms and conditions of this Agreement. You also are waiving any homestead right to the extent permitted by law. However, you have no personal obligation to pay the Loan.

x _____

x _____

I certify that the precise address of the within named Lender is:

Chase Manhattan Bank USA, N. A.
c/o CMMC 110 OAKWOOD DR., STE. 200
WINSTON-SALEM, NC 27103

Signature: Robert E. MacAvish
Agent on Behalf of Lender

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Clarke)ss.

On this 25th day of July, 2003 before me the subscriber personally appeared
Robert E. MacAvish (and) to me known and known to me to be the same person(s) described in and who executed the foregoing instrument and (s)he/they duly
(jointly and severally) acknowledged to me that (s)he/they executed the same.

Notary Seal
William R. Davison, Notary Public
Bellfonte Borough, Centre County
My Commission Expires Oct. 23, 2004
Member, Pennsylvania Association of Notaries

W. MacAvish
Notary Public : State of PA
Qualified in the County of Clarke
My Commission expires: Oct. 23, 2004

ATTENTION RECORDER OF DEEDS: This instrument covers goods that are or are to become fixtures on the Property described herein and is to be filed for record in the records where Security Instruments on real property or real estate are recorded. Additionally, this instrument should be appropriately indexed, not only as Security Instruments but as a financing statement covering goods that are



607 Market Street, Suite 1021 • Knoxville, TN 37902

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

8/28/07

Robert E. MacTavish
414 E. Locust St. Apt A
Clearfield, PA 16830

LOAN NUMBER: 107335

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

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

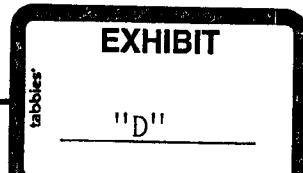
To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this notice with you when you meet with the Counseling Agency.

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES

P. O. Box 477 • Knoxville, TN 37901 • Telephone (800) 955-0021 • FAX: (865) 523-6805



**SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO
"HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL
PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU
HIPOTECA.**

HOMEOWNER'S NAME(S): Robert E. MacTavish
PROPERTY ADDRESS: 1066 VFW Road
Frenchville, PA 16836
Loan No.: 107335
CURRENT LENDER/SERVICER: 21st Mortgage Corporation

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

You may be eligible for Financial Assistance which can save your home from foreclosure and help you make future loan payments.

If you comply with the provisions of the Homeowner's Emergency Mortgage Assistance Act of 1983 (the "Act"), you may be eligible for emergency Mortgage Assistance:

- If your default has been caused by circumstances beyond your control,
- If you have a reasonable prospect of being able to pay your mortgage payments, and
- If you meet other eligibility requirements established by the Pennsylvania Housing Finance Agency.

TEMPORARY STAY OF FORECLOSURE – Under this Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) day from the date of this Notice. During that time you must arrange and attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice. This meeting must occur within the next 30 days. If you do not apply for emergency mortgage assistance, you must bring your mortgage up to date. The part of this notice called "How to Cure your Mortgage Default", explains how to bring your mortgage up to date.

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

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

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR
IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS**

**LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME
IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL
BE DENIED.**

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

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

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

NATURE OF THE DEFAULT – The MORTGAGE Debt held by the above lender on your property located at 1066 VFW Road, Frenchville, PA 16836, IS SERIOUSLY IN DEFAULT because: YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months: April 2007 thru August 2007, and the following amount is now past due: \$3454.70.

TOTAL AMOUNT PAST DUE: \$3454.70.

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3454.70, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashiers check, certified check or money order, and made payable to 21st Mortgage Corporation and sent to the address below.

21st Mortgage Corporation
Joan
P.O Box 477
Knoxville, TN 37902
1-800-955-0021 Ext. 1270

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

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

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

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

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

HOW TO CONTACT THE LENDER:

NAME OF LENDER: 21ST Mortgage Corporation

ADDRESS: P. O Box 477

Phone Number: 1-800-955-0021

Fax Number: 800-813-8164

Contact Person: Joan, Ext. 1270

EFFECT OF SHERIFF'S SALE: You should realize that a Sheriff's Sale will end your ownership of the property and your right to occupy it. If you continue to live in the property after

the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE: You may have the right to sell or transfer your home to a buyer or transferee who will assume the debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the debt are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THE RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FERERAL BANKRUPTCY LAW.

THIS LETTER IS FROM A DEBT COLLECTOR. THIS LETTER AND ANY OTHER CORRESPONDENCE FROM THIS OFFICE IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Very Truly Yours,

Joan, Ext. 1270
FINANCIAL COUNSELOR

SENT VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED
AND FIRST CLASS MAIL

ADAMS COUNTY	(412) 429-2842	1954 Mary Grace Lane
Adams County Housing Authority	Urban League Of Pittsburgh	Johnstown, PA 15901
139-143 Carlisle St.	Bldg. For Equal Opportunity	(814) 535-6556
Gettysburg, PA 17325	One Smithfield St.	Tableland Services Inc.
(717) 334-1518	Pittsburgh, PA 15222	535 East Main Street
American Red Cross	(412) 227-4802	Somerset, PA 15501
Hanover Chapter	ARMSTRONG COUNTY	(814) 445-9628 - 1-800-452-0148
529 Carlisle Street	Armstrong County Community	
Hanover, PA 17331	Action Agency	
(717) 637-3768	124 Armsdale Road	BERKS COUNTY
CCCS of Western PA	Suite 211	Budget Counseling Center
2000 Linglestown Road	Kittanning, PA 16201	247 North Fifth Street
Harrisburg, PA 17102	(724) 548-3405	Reading, PA 19601
888-511-2227	CCCS of Western PA, Inc.	(610) 375-7866
Maranatha	217 E. Plank Road	CCCS of Lehigh Valley
43 Philadelphia Avenue	Altoona, PA 16602	3671 Crescent Court East
Waynesboro, PA 17268	888-511-2227	Whitehall, PA 18052
(717) 762-3285	Indiana Co. Community	(610) 821-4011 OR 1-800-220-
ALLEGHENY COUNTY	Action Program	2733
Acorn Housing of Pittsburgh	827 Water Street	Community Action Committee
5907 Penn Avenue	Box 187	of the Lehigh Valley
Suite 300	Indiana, PA 15701	1337 East Fifth Street
Pittsburgh, PA 15206	(724) 465-2657	Bethlehem, PA 18015
412-441-7240	BEAVER COUNTY	610-691-5620
Action Housing, Inc	Action Housing, Inc	Schuylkill Community Action
425 6th Avenue	425 6th Avenue	225 N. Centre Street
Suite 950	Suite 950	Pottsville, PA 17901
Pittsburgh, PA 15219	Pittsburgh, PA 15219	(570) 622-1995
(412) 391-1956 or	(412) 391-1956 or (412)281-2102	BLAIR COUNTY
(412)281-2102	or 1 (800) 792-2801	CCCS of Northeastern PA
or 1 (800) 792-2801	CCCS of Western PA, Inc.	202 W. Hamilton Ave,
CCCS of Western PA, Inc.	971 Third Street	State College, PA 16801
River Park Commons	Beaver, PA 15009	(814) 238-3668
2403 Sidney Street, Suite 400	888-511-2227	CCCS of Western PA, Inc.
Pittsburgh, PA 15203	Housing Opportunities Inc.	217 E. Plank Road
888-511-2227	133 Seventh Street	Altoona, PA 16602
Community Action Southwest	P.O. Box 9	888-511-2227
58 East Greene Street	McKeesport, PA 15134	Center for Community Services
Waynesburg, PA 15370	(412) 664-1906	10241 Lincoln Highway
(724) 852-2893	Housing Opportunities of	Everett, PA 15537
Housing Opportunities Inc.	Beaver County	(814) 623-9129
133 Seventh Street	650 Corporation St.	Huntingdon County Housing
P.O. Box 9	Suite 207	Services
McKeesport, PA 15134	Beaver, PA 15009	Weatherization Inc.
(412) 664-1906	(724) 728-7511	917 Mifflin Street
Housing Opportunities Services,	BEDFORD COUNTY	Huntingdon, PA 16652
Inc.	CCCS of Western PA, Inc.	(814) 643-2343
332 5th Avenue	217 E. Plank Road	Keystone Economic Development
Executive Building, Suite 214	Altoona, PA 16602	Corp.
McKeesport, PA 15132	888-511-2227	1954 Mary Grace Lane
412-678-9003	Center for Community Services	Johnstown, PA 15901
New Life Community Housing	10241 Lincoln Highway	(814) 535-6556
Development Corporation	Everett, PA 15537	BRADFORD COUNTY
'712 Hawkins Avenue	(814) 623-9129	CCCS of Northeastern PA
Braddock, PA 15104	Huntingdon County Housing	411 Main Street
412-351-4077	Services	Suite 102 E
Pennsylvania Housing Finance	Weatherization Inc.	Stroudsburg, PA 18360
Agency	917 Mifflin Street	(570) 420-8980 or 800-922-9537
2275 Swallow Hill road	Huntingdon, PA 16652	CCCS of Northeastern PA
Bldg 200	(814) 643-2343	Genetti Towers
Pittsburgh, PA 15220	Keystone Economic Development	77 E Market Street, 7th Floor
	Corp.	Wilkes-Barre, PA 18702
		570-821-0837

CCCS of Northeastern PA
1400 Abington Executive Park
Suite 1
Clarks Summitt, PA 18411
570-587-9163
The Trehab Center of Northeastern
PA
The Enterprise Center
703 S. Elmer Avenue Suite M-6
Sayre, PA 18840
(570) 888-0412

BUCKS COUNTY
CCCS of Delaware Valley
Acorn Housing Corporation
Catholic Social Services Building
846 North Broad Street
607 West Street Road
Warminster, PA 18974
Philadelphia, PA 19130
(215) 563-5665
(215) 765-1221
CCCS of Delaware Valley
American Credit Counseling
Institute
1515 Market Street
845 Coates St.
Suite 1325
Philadelphia, PA 19107
Coatesville, PA 19320
(215) 563-5665
(888) 212-6741
CCCS of Lehigh Valley
American Credit Counseling
Institute
3671 Crescent Court East
530 West Street Rd
Suite 201
Whitehall, PA 18052
Warminster, PA 18974
(610) 821-4011 OR 1-800-220-
2733
(215) 444-9429
Diversified Community Services
American Financial Counseling
Services, Inc.
Dixon House
175 Strafford Avenue, Suite One
1920 South 20th Street
Philadelphia, PA 19145
Wayne, PA 19087
215-336-3511
800-490-3039
Germantown Settlement
Bucks County Housing Group
218 W. Chelten Avenue
515 West End Boulevard
Philadelphia, PA 19144
Quakertown, PA 18951
215-849-3104
866-866-0280
HACE

Bucks County Housing Group
167 W. Allegheny Ave.
470 Old Dublin Pike
2nd Fl
Philadelphia, PA 19140
Doylestown, PA 18901
(215) 426-8025
866-866-0280
Northwest Counseling Service
Bucks County Housing Group
5001 North Broad Street
349 Durham Road
Philadelphia, PA 19141
Penndel, PA 19047
(215) 324-7500
866-866-0280
Urban League of Philadelphia
Bucks County Housing Group
136 West Girard Ave
200 West Bridge Street
Philadelphia, PA 19123
Morrisville, PA 19067
(215) 4515005
866-866-0280
Bucks County Housing Group, Inc
2324 Second Street Pike
Suite 17
Wrightstown, PA 18940
866-866-0280
CCCS of Delaware Valley
Catholic Social Services Building
7340 Jackson Street
Philadelphia, PA 19136
(215) 563-5665
BUTLER COUNTY
Action Housing, Inc
425 6th Avenue
Suite 950
Pittsburgh, PA 15219
(412) 391-1956 or (412)281-2102
or 1 (800) 792-2801
CCCS of Western PA
1138 N. Main St. Extension
Butler, PA 16001
888-511-2227
Housing Opportunities Inc.
133 Seventh Street
P.O. Box 9
McKeesport, PA 15134
(412) 664-1906
CAMBRIA COUNTY
CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
888-511-2227
CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
888-511-2227
Center for Community Services
10241 Lincoln Highway
Everett, PA 15537

(814) 623-9129
Indiana Co. Community Action
Program
827 Water Street
Box 187
Indiana, PA 15701
(724) 465-2657
Keystone Economic Development
Corp.
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
Tableland Services Inc.
535 East Main Street
Somerset, PA 15501
(814) 445-9628 - 1-800-452-0148
CAMERON COUNTY
CCCS of Western PA
217 E. Plank Road
Altoona, PA 16602
888-511-2227
Northern Tier Community Action
Corp.
P.O. Box 389
135 West 4th Street
Emporium, PA 15834
(814) 486-1161
CARBON COUNTY
CCCS of Lehigh Valley
3671 Crescent Court East
Whitehall, PA 18052
(610) 821-4011 OR
1-800-220-2733
CCCS of Northeastern PA
1400 Abington Executive Park
Suite 1
Clarks Summitt, PA 18411
570-587-9163
CCCS of Northeastern PA
411 Main Street
Suite 102 E
Stroudsburg, PA 18360
(570) 420-8980 or 800-922-9537
CCCS of Northeastern PA
Genetti Towers
77 E Market Street, 7th Floor
Wilkes-Barre, PA 18702
570-821-0837
Comm. on Econ Opportunity of
Luzerne County
163 Amber Lane
Wilkes-Barre, PA 18702
(570) 826-0510 OR
1-800-822-0359
Community Action Committee
of the Lehigh Valley
1337 East Fifth Street
Bethlehem, PA 18015
610-691-5620
Schuylkill Community Action
225 N. Centre Street
Pottsville, PA 17901

(570) 622-1995	302 S. Jackson Street	Johnstown, PA 15904
CENTRE COUNTY	1729 Edgemont Avenue	888-511-2227
CCCS of Northeastern PA	Media, PA 19063	CCCS of Western PA, Inc.
202 W. Hamilton Ave,	Chester, PA 19013	217 E. Plank Road
State College, PA 16801	(610) 565-0846	Altoona, PA 16602
(814) 238-3668	(610) 874-1484	888-511-2227
CCCS of Northeastern PA	Northwest Counseling Service	Indiana Co. Community Action
201 Basin Street	APM	Program
Suite 6	5001 North Broad Street	827 Water Street
Williamsport, PA 17701	2147 North Sixth Street	Box 187
(570) 323-6627	Philadelphia, PA 19141	Indiana, PA 15701
CCCS of Western PA, Inc.	Philadelphia, PA 19122	(724) 465-2657
217 E. Plank Road	(215) 324-7500	Keystone Economic
Altoona, PA 16602	(215) 235-6788	Development Corp.
888-511-2227	Phila Council For Community	1954 Mary Grace Lane
Lycom-Clntn Co Comm for	Advmt	Johnstown, PA 15901
Comm Action	Budget Counseling Center	(814) 535-6556
2138 Lincoln Street	100 North 17th Street	CLINTON COUNTY
P.O. Box 3568	247 North Fifth Street	CCCS of Northeastern PA
Williamsport, PA 17703	Suite 800	202 W. Hamilton Ave,
(570) 326-0587	Philadelphia, PA 19103	State College, PA 16801
CHESTER COUNTY	Reading, PA 19601	(814) 238-3668
Community Action Agency	(215) 567-7803	CCCS of Northeastern PA
Acorn Housing Corporation	(610) 375-7866	201 Basin Street
of Delaware County	Tabor Community Services, Inc.	Suite 6
846 North Broad Street	Carroll Park Community Council,	Williamsport, PA 17701
2nd and Orange Streets	Inc.	(570) 323-6627
Media, PA 19063	439 E. King Street	Lycom-Clntn Co Comm
Philadelphia, PA 19130	5218 Master Street	for Comm Action
610-891-5101	PO Box 1676	2138 Lincoln Street
(215) 765-1221	Lancaster, PA 17608	P.O. Box 3568
Diversified Community Services	Philadelphia, PA 19131	Williamsport, PA 17703
American Credit Counseling	(717) 397-5182 OR 1-800-788-	(570) 326-0587
Institute	5062	COLUMBIA COUNTY
Dixon House	(215) 877-1157	CCCS of Northeastern PA
21 South Church Street	Urban League of Philadelphia	1400 Abington Executive Park
1920 South 20th Street	CCCS of Delaware Valley	Suite 1
Philadelphia, PA 19145	136 West Girard Ave	Clarks Summit, PA 18411
West Chester, PA 19380	790 E. Market St.	570-587-9163
215-336-3511	Suite 170, Marshall Building	CCCS of Northeastern PA
1-888-212-6741	Philadelphia, PA 19123	Genetti Towers
Germantown Settlement	West Chester, PA 19382	77 E Market Street, 7th Floor
American Credit Counseling	(215) 4515005	Wilkes-Barre, PA 18702
Institute	(215) 563-5665	570-821-0837
218 W. Chelten Avenue	Chester Community	CRAWFORD COUNTY
845 Coates St.	Improvement Project	Booker T. Washington Center
Philadelphia, PA 19144	412 Avenue of the States	1720 Holland Street
Coatesville, PA 19320	PO Box 541	Erie, PA 16503
215-849-3104	Chester, PA 19016	(814) 453-5744
(888) 212-6741	610-876-3449	Center for Family Services, Inc.
HACE	CLARION COUNTY	213 Center Street
American Financial Counseling	CCCS of Western PA	Meadville, PA 16335
Services, Inc.	1138 N. Main St. Extension	(814) 337-8450
167 W. Allegheny Ave.	Butler, PA 16001	Greater Erie Community Action
175 Strafford Avenue, Suite One	888-511-2227	Committee
2nd Fl	CLEARFIELD COUNTY	18 West 9TH Street
Philadelphia, PA 19140	CCCS of Northeastern PA	Erie, PA 16501
Wayne, PA 19087	202 W. Hamilton Ave,	(814) 459-4581
(215) 426-8025	State College, PA 16801	JFK Center, Inc.
800-490-3039	(814) 238-3668	2021 East 20th Street
Media Fellowship House	CCCS of Western PA	Erie, PA 16510
American Red Cross of Chester	219-A College Park Plaza	(814) 898-0400

Shenango Valley Urban League, Inc.
 601 Indiana Avenue
 Farrell, PA 16121
 (724) 981-5310
 St. Martin Center
 1701 Parade Street
 Erie, PA 16503
 (814) 452-6113
CUMBERLAND COUNTY
 Adams County Housing Authority
 139-143 Carlisle St.
 Gettysburg, PA 17325
 (717) 334-1518
 CCCS of Western PA
 2000 Linglestown Road
 Harrisburg, PA 17102
 888-511-2227
 Community Action Commission of Capital Region
 1514 Derry Street
 Harrisburg, PA 17104
 (717) 232-9757
 Loveship, Inc.
 2320 North 5th Street
 Harrisburg, PA 17110
 (717) 232-2207
 Maranatha
 43 Philadelphia Avenue
 Waynesboro, PA 17268
 (717) 762-3285
 PHFA
 211 North Front Street
 Harrisburg, PA 17110
 800-342-2397
 Urban League of Metropolitan Hbg
 2107 N. 6th Street
 Harrisburg, PA 17101
 (717) 234-5925
DAUPHIN COUNTY
 CCCS of Western PA
 2000 Linglestown Road
 Harrisburg, PA 17102
 888-511-2227
 Community Action Commission of Capital Region
 1514 Derry Street
 Harrisburg, PA 17104
 (717) 232-9757
 Loveship, Inc.
 2320 North 5th Street
 Harrisburg, PA 17110
 (717) 232-2207
 PHFA
 211 North Front Street
 Harrisburg, PA 17110
 800-342-2397
 Urban League of Metropolitan Hbg
 2107 N. 6th Street
 Harrisburg, PA 17101

(717) 234-5925
DELAWARE COUNTY
 Chester Community Improvement Project
 Acorn Housing Corporation
 412 Avenue of the States
 846 North Broad Street
 PO Box 541
 Chester, PA 19016
 Philadelphia, PA 19130
 610-876-3449
 (215) 765-1221
 Community Action Agency
 American Credit Counseling Institute
 of Delaware County
 175 Strafford Ave
 2nd and Orange Streets
 Suite 1
 Media, PA 19063
 Wayne, PA 19087
 610-891-5101
 (610) 971-2210
 Diversified Community Services
 American Financial Counseling Services
 Dixon House
 1 Abington Plaza, Suite 403
 1920 South 20th Street
 Old York Road and Township Line
 Philadelphia, PA 19145
 Jenkintown, PA 19046
 215-336-3511
 800-490-3039
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 175 Strafford Avenue, Suite One
 Philadelphia, PA 19144
 Wayne, PA 19087
 215-849-3104
 800-490-3039
HACE
 American Red Cross of Chester
 167 W. Allegheny Ave.
 1729 Edgemont Avenue
 2nd Fl
 Philadelphia, PA 19140
 Chester, PA 19013
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 (610) 874-1484
 Media Fellowship House
 APM
 302 S. Jackson Street
 2147 North Sixth Street
 Media, PA 19063
 Philadelphia, PA 19122
 (610) 565-0846
 (215) 235-6788
 Northwest Counseling Service
 Carroll Park Community Council, Inc.
 5001 North Broad Street
 5218 Master Street
 Philadelphia, PA 19141
 Philadelphia, PA 19131
 (215) 324-7500
 (215) 877-1157
 Phila Council For Community Advmnt
 CCCS of Delaware Valley
 100 North 17th Street
 280 North Providence Road
 Suite 600
 Philadelphia, PA 19103
 Media, PA 19063
 (215) 567-7803
 (215) 563-5665
 Urban League of Philadelphia
 CCCS of Delaware Valley
 136 West Girard Ave
 1515 Market Street
 Suite 1325
 Philadelphia, PA 19123
 Philadelphia, PA 19107
 (215) 451-5005
 (215) 563-5665
 CCCS of Delaware Valley
 790 E. Market St.
 Suite 170, Marshall Building
 West Chester, PA 19382
 (215) 563-5665
ELK COUNTY
 JFK Center, Inc.
 2021 East 20th Street
 Erie, PA 16510
 (814) 898-0400
 Northern Tier Community Action Corp.
 P.O. Box 389
 135 West 4th Street
 Emporium, PA 15834
 (814) 486-1161
ERIE COUNTY
 Booker T. Washington Center
 1720 Holland Street
 Erie, PA 16503
 (814) 453-5744
 CCCS of Western PA
 4402 Peach Street
 Erie, PA 16509
 1-888-511-2227 ext 108
 Greater Erie Community Action Committee
 18 West 9TH Street
 Erie, PA 16501
 (814) 459-4581
 JFK Center, Inc.
 2021 East 20th Street
 Erie, PA 16510
 (814) 898-0400
 St. Martin Center
 1701 Parade Street

Erie, PA 16503 (814) 452-6113
FAYETTE COUNTY
 Action Housing, Inc
 425 6th Avenue
 Suite 950
 Pittsburgh, PA 15219
 (412) 391-1956 or
 412)281-2102 or
 1 (800) 792-2801
 CCCS of Western PA, Inc.
 199 Edison Street
 Uniontown, PA 15401
 888-511-2227
 CCCS of Western PA, Inc.
 1 North Gate Square
 #2 Garden Center Drive
 Greensburg, PA 15601
 888-511-2227
 Community Action Southwest
 58 East Greene Street
 Waynesburg, PA 15370
 (724) 852-2893
 Fayette Co. Community Action Agency, Inc.
 137 North Beeson Avenue
 Uniontown, PA 15401
 (724) 437-6050 OR 1-800-427-INFO
 Tableland Services Inc.
 535 East Main Street
 Somerset, PA 15501
 (814) 445-9628 –
 1-800-452-0148
FOREST COUNTY
 Warren-Forest Counties Economic Opportunity Council
 1209 Pennsylvania Ave, West P.O. Box 547
 Warren, PA 16365
 (814) 726-2400
FRANKLIN COUNTY
 Adams County Housing Authority
 139-143 Carlisle St.
 Gettysburg, PA 17325
 (717) 334-1518
 American Red Cross–Hanover Chapter
 529 Carlisle Street
 Hanover, PA 17331
 (717) 637-3768
 CCCS of Western PA
 2000 Linglestown Road
 Harrisburg, PA 17102
 888-511-2227
 CCCS of Western PA, Inc.
 Colonial Shopping Center
 970 S. George St
 York, PA 17403
 888-511-2227

Community Action Commission of Capital Region
 1514 Derry Street
 Harrisburg, PA 17104
 (717) 232-9757
 Maranatha
 43 Philadelphia Avenue
 Waynesboro, PA 17268
 (717) 762-3285
 Urban League of Metropolitan Hbg
 2107 N. 6th Street
 Harrisburg, PA 17101
 (717) 234-5925
FULTON COUNTY
 CCCS of Western PA, Inc.
 Colonial Shopping Center
 970 S. George St
 York, PA 17403
 888-511-2227
 Center for Community Services
 10241 Lincoln Highway
 Everett, PA 15537
 (814) 623-9129
 Huntingdon County Housing Services
 Weatherization Inc.
 917 Mifflin Street
 Huntingdon, PA 16652
 (814) 643-2343
INDIANA COUNTY
 CCCS of Western PA
 219-A College Park Plaza
 Johnstown, PA 15904
 888-511-2227
 CCCS of Western PA, Inc.
 1 North Gate Square
 #2 Garden Center Drive
 Greensburg, PA 15601
 888-511-2227
 Indiana Co. Community Action Program
 827 Water Street
 Box 187
 Indiana, PA 15701
 (724) 465-2657
 Keystone Economic Development Corp.
 1954 Mary Grace Lane
 Johnstown, PA 15901
 (814) 535-6556
JEFFERSON COUNTY
 CCCS of Western PA
 1138 N. Main St. Extension
 Butler, PA 16001
 888-511-2227
 Indiana Co. Community Action Program
 827 Water Street
 Box 187
 Indiana, PA 15701
 (724) 465-2657
 JFK Center, Inc.
 2021 East 20th Street
 Erie, PA 16510
 (814) 898-0400
JUNIATA COUNTY
 CCCS of Northeastern PA
 202 W. Hamilton Ave,
 State College, PA 16801
 (814) 238-3668
 CCCS of Western PA, Inc.
 217 E. Plank Road
 Altoona, PA 16602
 888-511-2227
 Huntingdon County Housing Services
 Weatherization Inc.
 917 Mifflin Street
 Huntingdon, PA 16652
 (814) 643-2343
LACKAWANNA COUNTY
 CCCS of Northeastern PA
 1400 Abington Executive Park Suite 1

Clarks Summitt, PA 18411 570-587-9163 CCCS of Northeastern PA Genetti Towers 77 E Market Street, 7th Floor Wilkes-Barre, PA 18702 570-821-0837 LANCASTER COUNTY CCCS of Lehigh Valley 3671 Crescent Court East Whitehall, PA 18052 (610) 821-4011 OR 1-800-220-2733 CCCS of Western PA, Inc. Colonial Shopping Center 970 S. George St York, PA 17403 888-511-2227 Tabor Community Services, Inc. 439 E. King Street PO Box 1676 Lancaster, PA 17608 (717) 397-5182 OR 1-800-788-5062 LAWRENCE COUNTY CCCS of Western Pennsylvania 312 Chestnut Street Suite 227 Meadville, PA 16335 888-511-2227 Housing Opportunities of Beaver County 650 Corporation St. Suite 207 Beaver, PA 15009 (724) 728-7511 Shenango Valley Urban League, Inc. 601 Indiana Avenue Farrell, PA 16121 (724) 9815310 LEBANON COUNTY Schuylkill Community Action 225 N. Centre Street Pottsville, PA 17901 (570) 622-1995 Tabor Community Services, Inc. 439 E. King Street PO Box 1676 Lancaster, PA 17608 (717) 397-5182 OR 1-800-788-5062 LEHIGH COUNTY CCCS of Lehigh Valley 3671 Crescent Court East Whitehall, PA 18052 (610) 821-4011 OR 1-800-220-2733 Community Action Committee of the Lehigh Valley 1337 East Fifth Street Bethlehem, PA 18015	610-691-5620 Schuylkill Community Action 225 N. Centre Street Pottsville, PA 17901 (570) 622-1995 LUZERNE COUNTY CCCS of Northeastern PA Genetti Towers 77 E Market Street, 7th Floor Wilkes-Barre, PA 18702 570-821-0837 Comm. on Econ Opportunity Of Luzerne County 163 Amber Lane Wilkes-Barre, PA 18702 (570) 826-0510 OR 1-800-822-0359 Schuylkill Community Action 225 N. Centre Street Pottsville, PA 17901 (570) 622-1995 LYCOMING COUNTY CCCS of Northeastern PA 1400 Abington Executive Park Suite 1 Clarks Summitt, PA 18411 570-587-9163 CCCS of Northeastern PA Genetti Towers 77 E Market Street, 7th Floor Wilkes-Barre, PA 18702 570-821-0837 CCCS of Northeastern PA 201 Basin Street Suite 6 Williamsport, PA 17701 (570) 323-8627 Lycom-Clintn Co Comm for Comm Action 2138 Lincoln Street P.O. Box 3568 Williamsport, PA 17703 (570) 326-0587 MCKEAN COUNTY JFK Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400 Northern Tler Community Action Corp. P.O. Box 389 135 West 4th Street Emporium, PA 15834 (814) 486-1161 MERCER COUNTY CCCS of Western PA 1138 N. Main St. Extension Butler, PA 16001 888-511-2227 Shenango Valley Urban League, Inc. 601 Indiana Avenue	Farrell, PA 16121 (724) 9815310 MIFFLIN COUNTY CCCS of Northeastern PA 202 W. Hamilton Ave, State College, PA 16801 (814) 238-3668 CCCS of Western PA, Inc. 217 E. Plank Road Altoona, PA 16602 888-511-2227 Huntingdon County Housing Services Weatherization Inc. 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343 MONROE COUNTY CCCS of Northeastern PA 1400 Abington Executive Park Suite 1 Clarks Summitt, PA 18411 570-587-9163 CCCS of Northeastern PA Genetti Towers 77 E Market Street, 7th Floor Wilkes-Barre, PA 18702 570-821-0837 CCCS of Northeastern PA 411 Main Street Suite 102 E Stroudsburg, PA 18360 (570) 420-8980 or 800-922-9537 Community Action Committee of the Lehigh Valley 1337 East Fifth Street Bethlehem, PA 18015 610-691-5620 MONTGOMERY COUNTY Community Action Development Comm Acorn Housing Corporation CADCOM 846 North Broad Street 113 E Main St Norristown, PA 19401 Philadelphia, PA 19130 (610) 277-6363 (215) 765-1221 Germantown Settlement American Credit Counseling Institute 218 W. Chelten Avenue 528 Dekalb Street Philadelphia, PA 19144 Norristown, PA 19401 215-849-3104 (610) 971-2210 Media Fellowship House American Credit Counseling Institute 302 S. Jackson Street
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530 West Street Rd Suite 201 Media, PA 19063 Warminster, PA 18974 (610) 565-0846 (215) 444-9429 Northwest Counseling Service American Credit Counseling Institute 5001 North Broad Street 845 Coates St. Philadelphia, PA 19141 Coatesville, PA 19320 (215) 324-7500 (888) 212-6741 Phila Council For Community Advmnt American Financial Counseling Services 100 North 17th Street 1 Abington Plaza, Suite 403 Suite 600 Old York Road and Township Line Philadelphia, PA 19103 Jenkintown, PA 19046 (215) 567-7803 800-490-3039 American Financial Counseling Services, Inc. 175 Strafford Avenue, Suite One Wayne, PA 19087 800-490-3039 CCCS of Delaware Valley 1777 Sentry Parkway West Blue Bell, PA 19422 (215) 563-5665 CCCS of Delaware Valley 1515 Market Street Suite 1325 Philadelphia, PA 19107 (215) 563-5665 Chester Community Improvement Project 412 Avenue of the States PO Box 541 Chester, PA 19016 610-876-3449 Community Action Agency of Delaware County 2nd and Orange Streets Media, PA 19063 610-891-5101 MONTOUR COUNTY CCCS of Northeastern PA Genetti Towers 77 E Market Street, 7th Floor Wilkes-Barre, PA 18702 570-821-0837 CCCS of Northeastern PA 1400 Abington Executive Park Suite 1	Clarks Summitt, PA 18411 570-587-9163 NORTHAMPTON COUNTY CCCS of Lehigh Valley 3671 Crescent Court East Whitehall, PA 18052 (610) 821-4011 OR 1-800-220- 2733 Community Action Committee of the Lehigh Valley 1337 East Fifth Street Bethlehem, PA 18015 610-691-5620 NORTHUMBERLAND COUNTY CCCS of Northeastern PA 1400 Abington Executive Park Suite 1 Clarks Summitt, PA 18411 570-587-9163 CCCS of Northeastern PA Genetti Towers 77 E Market Street, 7th Floor Wilkes-Barre, PA 18702 570-821-0837 CCCS of Northeastern PA 201 Basin Street Suite 6 Williamsport, PA 17701 (570) 323-6627 Schuylkill Community Action 225 N. Centre Street Pottsville, PA 17901 (570) 622-1995 PERRY COUNTY CCCS of Western PA 2000 Linglestown Road Harrisburg, PA 17102 888-511-2227 Community Action Commission of Capital Region 1514 Derry Street Harrisburg, PA 17104 (717) 232-9757 Huntingdon County Housing Services Weatherization Inc. 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343 Loveship, Inc. 2320 North 5th Street Harrisburg, PA 17110 (717) 232-2207 Maranatha 43 Philadelphia Avenue Waynesboro, PA 17268 (717) 762-3285 Urban League of Metropolitan Hbg 2107 N. 6th Street Harrisburg, PA 17101 (717) 234-5925	PHILADELPHIA COUNTY Comm Devel. Corp of Frankford Group Ministry Acorn Housing Corporation 4620 Griscom Street 846 North Broad Street Philadelphia, PA 19124 Philadelphia, PA 19130 (215) 744-2990 (215) 765-1221 Diversified Community Services American Credit Counseling Institute Dixon House 530 West Street Rd 1920 South 20th Street Suite 201 Philadelphia, PA 19145 Warminster, PA 18974 215-336-3511 (215) 444-9429 Germantown Settlement American Credit Counseling Institute 218 W. Chelten Avenue 845 Coates St. Philadelphia, PA 19144 Coatesville, PA 19320 215-849-3104 (888) 212-6741 HACE American Financial Counseling Services, Inc. 167 W. Allegheny Ave. 175 Strafford Avenue, Suite One 2nd Fl Philadelphia, PA 19140 Wayne, PA 19087 (215) 426-8025 800-490-3039 Housing Association of Delaware Valley APM 1500 Walnut Street 2147 North Sixth Street Suite 601 Philadelphia, PA 19102 Philadelphia, PA 19122 (215) 545-6010 (215) 235-6788 Housing Association of Delaware Valley Carroll Park Community Council, Inc. 658 North Watts Street 5218 Master Street Philadelphia, PA 19123 Philadelphia, PA 19131 (215) 978-0224 (215) 877-1157 Media Fellowship House CCCS of Delaware Valley
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302 S. Jackson Street One Cherry Hill Suite 215 Media, PA 19063 Cherry Hill, PA 08002 (610) 565-0846 (215) 563-5665 Northwest Counseling Service CCCS of Delaware Valley 5001 North Broad Street Catholic Social Services Building 7340 Jackson Street Philadelphia, PA 19141 Philadelphia, PA 19136 (215) 324-7500 (215) 563-5665 Phila Council For Community Advmnt CCCS of Delaware Valley 100 North 17th Street 1515 Market Street Suite 600 Suite 1325 Philadelphia, PA 19103 Philadelphia, PA 19107 (215) 567-7803 (215) 563-5665 Urban League of Philadelphia Chester Community Improvement Project 136 West Girard Ave 412 Avenue of the States PO Box 541 Philadelphia, PA 19123 Chester, PA 19016 (215) 4515005 610-876-3449 PIKE COUNTY CCCS of Northeastern PA 1400 Abington Executive Park Suite 1 Clarks Summitt, PA 18411 570-587-9163 CCCS of Northeastern PA Genetti Towers 77 E Market Street, 7th Floor Wilkes-Barre, PA 18702 570-821-0837 CCCS of Northeastern PA 411 Main Street Suite 102 E Stroudsburg, PA 18360 (570) 420-8980 or 800-922-9537 POTTER COUNTY Northern Tier Community Action Corp. P.O. Box 389 135 West 4th Street Emporium, PA 15834 (814) 486-1161 SCHUYLKILL COUNTY Budget Counseling Center	247 North Fifth Street Reading, PA 19601 (610) 375-7866 CCCS of Lehigh Valley 3671 Crescent Court East Whitehall, PA 18052 (610) 821-4011 OR 1-800-220- 2733 Comm. on Econ Opportunity of Luzerne County 163 Amber Lane Wilkes-Barre, PA 18702 (570) 826-0510 OR 1-800-822- 0359 Schuylkill Community Action 225 N. Centre Street Pottsville, PA 17901 (570) 622-1995 SNYDER COUNTY CCCS of Western PA 2000 Linglestown Road Harrisburg, PA 17102 888-511-2227 Community Action Commission of Capital Region 1514 Derry Street Harrisburg, PA 17104 (717) 232-9757 Urban League of Metropolitan Hbg 2107 N. 8th Street Harrisburg, PA 17101 (717) 234-5925 SOMERSET COUNTY CCCS of Western PA 219-A College Park Plaza Johnstown, PA 15904 888-511-2227 CCCS of Western PA, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 888-511-2227 Center for Community Services 10241 Lincoln Highway Everett, PA 15537 (814) 623-9129 Fayette Co. Community Action Agency, Inc. 137 North Beeson Avenue Uniontown, PA 15401 (724) 437-6050 OR 1-800-427- INFO Keystone Economic Development Corp. 1954 Mary Grace Lane Johnstown, PA 15901 (814) 535-6556 Tableland Services Inc. 535 East Main Street Somerset, PA 15501 (814) 445-9628 - 1-800-452-0148	SULLIVAN COUNTY CCCS of Northeastern PA Genetti Towers 77 E Market Street, 7th Floor Wilkes-Barre, PA 18702 570-821-0837 CCCS of Northeastern PA 1400 Abington Executive Park Suite 1 Clarks Summitt, PA 18411 570-587-9163 The Trehab Center of Northeastern PA German Street P.O. Box 389 Dushore, PA 18614 (570) 928-9667 SUSQUEHANNA COUNTY CCCS of Northeastern PA Genetti Towers 77 E Market Street, 7th Floor Wilkes-Barre, PA 18702 570-821-0837 The Trehab Center of Northeastern PA 10 Public Ave PO Box 366 Montrose, PA 18801 (570) 278-3338 or 1-800-982- 4045 TIOGA COUNTY CCCS of Northeastern PA 1400 Abington Executive Park Suite 1 Clarks Summitt, PA 18411 570-587-9163 CCCS of Northeastern PA Genetti Towers 77 E Market Street, 7th Floor Wilkes-Barre, PA 18702 570-821-0837 The Trehab Center of Northeastern PA 144 E. East Avenue Wellsboro, PA 16901 (570) 724-5252 UNION COUNTY CCCS of Northeastern PA 1400 Abington Executive Park Suite 1 Clarks Summitt, PA 18411 570-587-9163 CCCS of Northeastern PA Genetti Towers 77 E Market Street, 7th Floor Wilkes-Barre, PA 18702 570-821-0837 CCCS of Northeastern PA 201 Basin Street Suite 6 Williamsport, PA 17701 (570) 323-6627
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CCCS. of Western PA, Inc. 217 E. Plank Road Altoona, PA 16602 888-511-2227 Lycom-Clntn Co Comm fo Comm Action 2138 Lincoln Street P.O. Box 3568 Williamsport, PA 17703 (570) 326-0587 VENANGO COUNTY CCCS of Western PA 1138 N. Main St. Extension Butler, PA 16001 888-511-2227 Center for Family Services, Inc. 213 Center Street Meadville, PA 16335 (814) 337-8450 Greater Erie Community Action Committee 18 West 9TH Street Erie, PA 16501 (814) 459-4581 JFK Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400 St. Martin Center 1701 Parade Street Erie, PA 16503 (814) 452-6113 WARREN COUNTY Booker T. Washington Center 1720 Holland Street Erie, PA 16503 (814) 453-5744 Greater Erie Community Action Committee 18 West 9TH Street Erie, PA 16501 (814) 459-4581 St. Martin Center 1701 Parade Street Erie, PA 16503 (814) 452-6113 Warren-Forest Counties Economic Opportunity Council 1209 Pennsylvania Ave, West P.O. Box 547 Warren, PA 16365 (814) 726-2400 WASHINGTON COUNTY Action Housing, Inc 425 6th Avenue Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412)281-2102 or 1 (800) 792-2801 CCCS of Western PA, Inc. 1 North Gate Square	#2 Garden Center Drive Greensburg, PA 15601 888-511-2227 CCCS of Western PA, Inc. 90 East Chestnut Street Washington, PA 15301 888-511-2227 Community Action Southwest 58 East Greene Street Waynesburg, PA 15370 (724) 852-2893 Community Action Southwest 150 West Beau Street Suite 304 Washington, PA 15301 (724) 225-9550 Housing Opportunities Inc. 133 Seventh Street P.O. Box 9 McKeesport, PA 15134 (412) 664-1906 Housing Opportunities Services, Inc. 332 5th Avenue Executive Building, Suite 214 McKeesport, PA 15132 412-678-9003 New Life Community Housing Development Corporation 712 Hawkins Avenue Braddock, PA 15104 412-351-4077 WAYNE COUNTY CCCS of Northeastern PA 1400 Abington Executive Park Suite 1 Clarks Summitt, PA 18411 570-587-9163 CCCS of Northeastern PA 411 Main Street Suite 102 E Stroudsburg, PA 18360 (570) 420-8980 or 800-922-9537 CCCS of Northeastern PA Genetti Towers 77 E Market Street, 7th Floor Wilkes-Barre, PA 18702 570-821-0837 The Trehab Center of Northeastern PA 232 Sunrise Avenue Suite A1 Honesdale, PA 18431 (570) 253-8941 WESTMORELAND COUNTY Action Housing, Inc 425 6th Avenue Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412)281-2102 or 1 (800) 792-2801 CCCS of Western PA, Inc. 1 North Gate Square	CCCS of Western PA, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 888-511-2227 Community Action Southwest 58 East Greene Street Waynesburg, PA 15370 (724) 852-2893 Housing Opportunities Inc. 133 Seventh Street P.O. Box 9 McKeesport, PA 15134 (412) 664-1906 Housing Opportunities Services, Inc. 332 5th Avenue Executive Building, Suite 214 McKeesport, PA 15132 412-678-9003 Indiana Co. Community Action Program 827 Water Street Box 187 Indiana, PA 15701 (724) 465-2657 Keystone Economic Development Corp. 1954 Mary Grace Lane Johnstown, PA 15901 (814) 535-6556 New Life Community Housing Development Corporation 712 Hawkins Avenue Braddock, PA 15104 412-351-4077 Tableland Services Inc. 535 East Main Street Somerset, PA 15501 (814) 445-9628 - 1-800-452-0148 WYOMING COUNTY CCCS of Northeastern PA 1400 Abington Executive Park Suite 1 Clarks Summitt, PA 18411 570-587-9163 CCCS of Northeastern PA Genetti Towers 77 E Market Street, 7th Floor Wilkes-Barre, PA 18702 570-821-0837 Comm. on Econ Opportunity of Luzerne County 163 Amber Lane Wilkes-Barre, PA 18702 (570) 826-0510 OR 1-800-822- 0359 The Trehab Center of Northeastern PA 115 SR 92S Tunkhannock, PA 18657 (570) 836-6840
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YORK COUNTY
Adams County Housing Authority
139-143 Carlisle St.
Gettysburg, PA 17325
(717) 334-1518

American Red Cross—Hanover
Chapter

529 Carlisle Street
Hanover, PA 17331
(717) 637-3768

CCCS of Western PA
2000 Linglestown Road
Harrisburg, PA 17102
888-511-2227

CCCS of Western PA, Inc.
Colonial Shopping Center
970 S. George St
York, PA 17403
888-511-2227

Housing Council of York
35 South Duke Street
York, PA 17401
(717) 854-1541

GROSS, MCGINLEY, LABARRE & EATON, LLP

MALCOLM J. GROSS
PAUL A. MCGINLEY
DONALD LABARRE, JR.
J. JACKSON EATON, III
MICHAEL A. HENRY
PATRICK J. REILLY
ANNE K. MANLEY
SUSAN ELLIS WILD
VICTOR F. CAVACINI
THOMAS E. REILLY, JR.
ROBERT A. ALPERT
ALLEN I. TULLAR
RAYMOND J. DERAYMOND
THOMAS A. CAPEHART
JOHN F. GROSS

ATTORNEYS AT LAW
33 SOUTH SEVENTH STREET
P.O. BOX 4060
ALLENTOWN, PENNSYLVANIA 18105-4060

(610) 820-5450
TELEFAX (610) 820-6006

KIMBERLY G. KRUPKA
K. A. SPOTTS-KIMMEL
ERROL C. DEANS, JR. *
ANDREW H. RALSTON, JR.
LUCAS J. REPKA
KELLY RUSH SULLIVAN

OF COUNSEL
DAVID C. KEEHN
MICHAEL J. PIOSA

*Also admitted in NY

EASTON OFFICE:
717 WASHINGTON ST
EASTON PA 18042
(610) 258-1506

TO: Robert E. MacTavish:

We have filed this complaint against you on behalf of our client, 21st Mortgage Corporation.

WE ARE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. Section 1692, TO PROVIDE YOU WITH THE FOLLOWING NOTICE:

The amount of the debt owed by you is \$66,603.10 as of November 24, 2007.

Chase Manhattan Bank, USA is the original creditor for this debt.

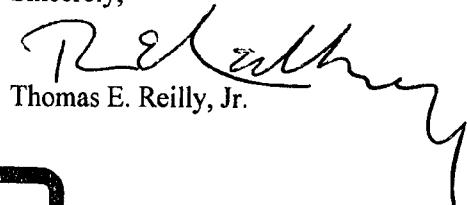
You have thirty (30) days from the date of this Notice to dispute the validity of this debt. If you fail to dispute the validity of this debt within thirty (30) days, we will assume the debt is valid and the amount of the debt is correct. If you notify us in writing that the debt or any portion thereof is disputed by you, we will obtain verification of the debt from our client and provide such verification to you.

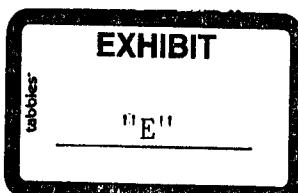
Please note that the thirty (30) day period described above, the Bank is not required to wait thirty (30) days to take any action to enforce its rights to collect the amount owed, including, but not limited to, filing a lawsuit against you. As such, you should expect the Bank to proceed with any such action within the time frame set forth in the accompanying Complaint or documents, and any other previous correspondence you may have received directly from the Bank.

Please note that if you have filed a petition in bankruptcy or if you have received a discharge in bankruptcy, this notice is for information purposes only and should not be considered as an attempt to collect the debt, but only enforcement of a lien against property.

This letter is from a debt collector. This letter and any other correspondence from this office is an attempt to collect a debt and any information obtained will be used for that purpose.

Sincerely,


Thomas E. Reilly, Jr.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103659
NO: 07-2013-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: 21st MORTGAGE CORPORATION, successor
vs.
DEFENDANT: ROBERT E. MACTAVISH

SHERIFF RETURN

NOW, January 25, 2008 AT 9:47 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROBERT E. MACTAVISH DEFENDANT AT WORK QUEHANNA BOOTCAMP, 4395 QUEHANNA HWY., KARTHAUS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ROBERT E. MACTAVISH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

*2nd
Service*

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GROSS	27402	10.00
SHERIFF HAWKINS	GROSS	27402	32.23

*03:10pm
APR 18 2008*
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

____ Day of _____ 2008

So Answers,

*Chester A. Hawkins
by Maelyn Harris*
Chester A. Hawkins
Sheriff

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

21st MORTGAGE CORPORATION, successor
to Vanderbilt Mortgage and Finance Inc.,)
Assignee of Chase Manhattan Bank, USA) NO. 2007-2013-CD
Plaintiff)
vs.)
ROBERT E. MACTAVISH,) MORTGAGE FORECLOSURE
Defendant)

PRAECIPE FOR JUDGMENT

Enter Judgment in favor of Plaintiff and against Defendant, Robert E. MacTavish, for want of failure to file a responsive pleading to Plaintiff's Mortgage Foreclosure Complaint.

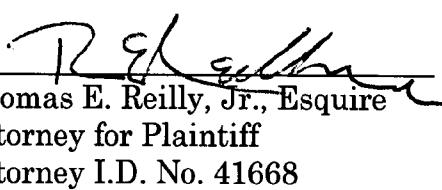
X Assess damages as follows:

Debt \$ 67,728.10
Interest from 11/27/07 to
04/21/08 @ \$16.70/day \$ 2,388.10
Attorney's Commission \$ _____
TOTAL \$ 70,116.20, plus
interest from 04/21/08 and costs

X I certify that the foregoing assessment of damages is for specified amounts alleged to be due in the complaint and is calculable as a sum certain from the complaint.

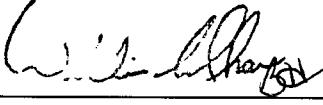
X Pursuant to Pa. R.C.P. 237.1, I certify that written notice of the intention to file this Praecipe was mailed or delivered to the party against whom judgment is to be entered and to the attorney of record, if any, after the default occurred and at least ten (10) days prior to the date of the filing of this Praecipe. A copy of the notice is attached.

Date: Apr. 27, 2008


Thomas E. Reilly, Jr., Esquire
Attorney for Plaintiff
Attorney I.D. No. 41668
33 S. 7th Street, PO Box 4060
Allentown, PA 18105-4060
(610) 820-5450

FILED
MAY 1 3761 Atty pd.
APR 28 2008 50.00
1CC Notice
William A. Shaw
Prothonotary/Clerk of Courts
1CC Statement
to Atty
(GR)

NOW, April 28, 2008, JUDGMENT IS ENTERED AS ABOVE.

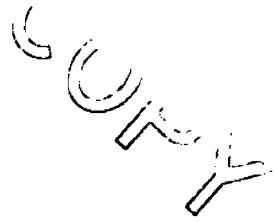


Prothonotary/Clerk, Civil Division

By: _____
Deputy

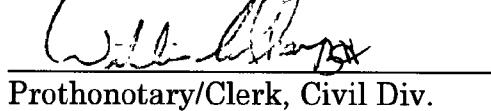
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION - LAW

21st MORTGAGE CORPORATION, successor
to Vanderbilt Mortgage and Finance Inc.,)
Assignee of Chase Manhattan Bank, USA) NO. 2007-2013-CD
Plaintiff)
vs.)
ROBERT E. MACTAVISH,) MORTGAGE FORECLOSURE
Defendant)



(X) Notice is hereby given that a Default Judgment in the above-captioned matter has been entered against you for damages in the amount of \$70,116.20, plus interest from April 21, 2008 and costs, on April 28, 2008, 2008.

(X) A copy of all documents filed with the Prothonotary in support of the within judgment are enclosed.



Prothonotary/Clerk, Civil Div.

by: _____

If you have any questions regarding this Notice, please contact the filing party:

Thomas E. Reilly, Jr., Esquire
33 S. 7th Street, PO Box 4060
Allentown, PA 18105-4060
(610) 820-5450

(This Notice is given in accordance with Pa.R.C.P. 236).

NON-MILITARY AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF LEHIGH)

Before me, the undersigned authority, personally appeared Thomas E. Reilly, Jr., Esquire, who being duly sworn according to law, doth depose and say that the Defendant, Robert E. MacTavish was not in the Military or Naval Service, based on the following facts as of the date of this affidavit:

Age of Defendant: **Sui Juris**

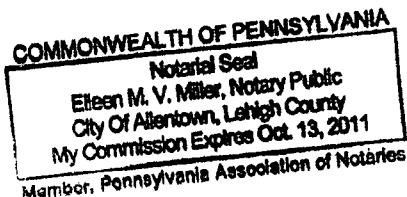
Present Place of Employment: Unknown

Present Place of
Residence: 414 E. Locust Street
Apartment A
Clearfield, PA 16830

Thomas E. Reilly, Jr., Esquire

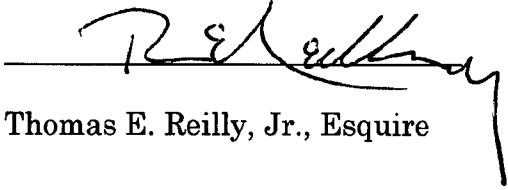
Sworn to and subscribed before me this
23 day of April, 2008 A.D.

Gileen M V Miles
Notary Public



CERTIFICATION OF ADDRESSES

I, THOMAS E. REILLY, JR., ESQUIRE, hereby certify that the precise address of the within-named Plaintiff, 21st Mortgage Corporation is 620 Market Street, Knoxville, Tennessee 37902 and the precise address of the within-named Defendant, Robert E. MacTavish is 414 E. Locust Street, Apartment A, Clearfield, Pennsylvania 16830.



Thomas E. Reilly, Jr., Esquire

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

21st MORTGAGE CORPORATION, successor
to Vanderbilt Mortgage and Finance Inc.,)
Assignee of Chase Manhattan Bank, USA) NO. 2007-2013-CD
Plaintiff)
vs.)
ROBERT E. MACTAVISH,) MORTGAGE FORECLOSURE
Defendant)

DATE OF NOTICE: FEBRUARY 29, 2008

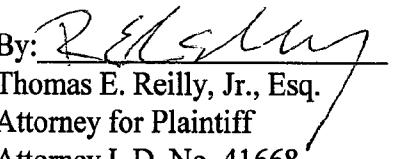
TO: Robert E. Mactavish
Quehanna Bootcamp
4395 Quehanna Highway
Karthaus, PA 16845

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 DEFENDSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU, WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO 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 ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 E. MARKET STREET
CLEARFIELD, PA 16830
(814) 765-2641 EXT. 5982

GROSS MCGINLEY LABARE & EATON

By: 
Thomas E. Reilly, Jr., Esq.
Attorney for Plaintiff
Attorney I. D. No. 41668
33 S. 7th Street, PO Box 4060
Allentown, PA 18105-4060

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

21st Mortgage Corporation
Vanderbilt Mortgage and Finance Inc.
Chase Manhattan Bank, USA
Plaintiff(s)

No.: 2007-02013-CD

Real Debt: \$70,116.20

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Robert E. MacTavish
Defendant(s)

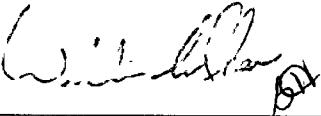
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 28, 2008

Expires: April 28, 2013

Certified from the record this 28th day of April, 2008.



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
CIVIL DIVISION - LAW

21st MORTGAGE CORPORATION, successor)
to Vanderbilt Mortgage and Finance Inc.,)
Assignee of Chase Manhattan Bank, USA) NO. 2007-2013-CD
Plaintiff)
vs.)
ROBERT E. MACTAVISH,) MORTGAGE FORECLOSURE
Defendant)

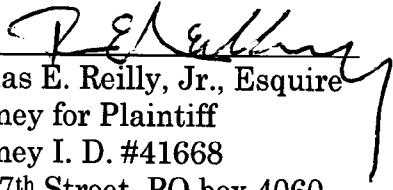
PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue Writ of Execution on the above matter.

Amount Due	\$ 70,116.20
Interest from 4/21/08 to Date of Sale at (\$16.70/day)	\$
Taxes	\$
(Costs to be Added)	\$ <u>132.00</u> Prothonotary costs
TOTAL	\$ _____

FILED Atty pd.
MAY 22 2008 \$20.00
MAY 22 2008 1CC & 6 Writs
to Sheriff
William A. Shaw
Prothonotary/Clerk of Courts
(6K)


Thomas E. Reilly, Jr., Esquire
Attorney for Plaintiff
Attorney I. D. #41668
33 S. 7th Street, PO box 4060
Allentown, PA 18105-4060
(610) 820-5450

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

21st MORTGAGE CORPORATION, successor)
to Vanderbilt Mortgage and Finance Inc.,)
Assignee of Chase Manhattan Bank, USA) NO. 2007-2013-CD
Plaintiff)
)
vs.) MORTGAGE FORECLOSURE
ROBERT E. MACTAVISH,)
Defendant)

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CLEARFIELD)

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:

ALL THAT parcel of land known as Lot 4 of the Daniel King Riehl, Jr., Subdivision dated June 1, 1999, said Lot lying $\frac{1}{2}$ mile south of Pennsylvania State Route 879 with Township Road T-648 in Covington Township, Clearfield County, Pennsylvania and being more particularly described as follows:

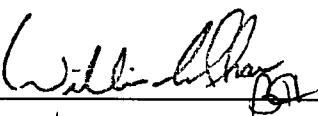
BEGINNING at a point in the centerline of an unnamed tributary to Sandy Creek at the northeast corner of Lot 3 of the above referenced subdivision, said point being the northwest corner of the land hereby conveyed and running; thence N 49-26-30 E 113.34 feet along the centerline of the unnamed tributary to Sandy Creek to a point; thence N 60-53-09 E 116.07 feet along the same to a point; thence N 88-50-18 E 80.88 feet to a point and corner of Lot 5; thence S 02-51-42 W 329.84 feet to a spike set in the centerline of a 50 foot private Road right-of-way, said line passing through a $\frac{3}{4}$ inch rebar set back 16.50 feet from the said centerline of a Private Road right-of-way to a point; thence S 70-07-38 W 88.14 feet along the same to a point; thence S 67-50-04 W 100.92 feet along the same to a spike set; thence N 05-47-33 E 290.32 feet along Lot 3 to a point in the centerline of the unnamed tributary to Sandy Creek and place of beginning, said line passing through a $\frac{3}{4}$ inch rebar set at 16.50 feet.

BEING THE SAME PREMISES which Thomas A. Gouge, individual and Diane W. Cheek, individual, by their Deed dated July 24, 2003 and recorded on July 31, 2003 in the Office of the Recorder of Deeds in and for the County of Clearfield at Instrument

Number 200323610, granted and conveyed unto Robert E. Mactavish, the within mortgagor, his heirs and assigns.

BEING PARCEL NUMBER: 111-Q5-169

Amount Due	\$ 70,116.20
Interest from 4/21/08 to Date of Sale at (\$16.70/day)	\$
Taxes	\$
(Costs to be Added)	\$ <u>132.00</u> Prothonotary costs
TOTAL	\$ _____



Prothonotary

Seal of the Court

Date: May 22, 2008

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

21st MORTGAGE CORPORATION, successor)
to Vanderbilt Mortgage and Finance Inc.,)
Assignee of Chase Manhattan Bank, USA) NO. 2007-2013-CD
Plaintiff)
vs.)
ROBERT E. MACTAVISH,) MORTGAGE FORECLOSURE
Defendant)

FILED
MAY 22 2008
William A. Shaw
Prothonotary/Clerk of Courts
ICC Sheriff
CR

AFFIDAVIT PURSUANT TO RULE 3129.1

Thomas E. Reilly, Jr., Esquire, attorney for Plaintiff in the above action, sets forth, as of the date the Praeclipe for Writ of Execution was filed, the following information concerning the real property located at 1066 VFW Road, Frenchville, Covington Township, Clearfield County, Pennsylvania and more particularly described in Exhibit "A" attached hereto:

1. The name and last known addresses of the Owners or reputed owners of the Property is: Robert E. MacTavish, 414 E. Locust Street, Apartment A, Clearfield, PA 16830.

2. The names and last known addresses of the Defendants in the judgment is: Robert E. MacTavish, 414 E. Locust Street, Apartment A, Clearfield, PA 16830.

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

a) 21st Mortgage Corporation, 620 Market Street, Knoxville, Tennessee 37902; \$70,116.20; dated 04/23/08; No. 2007-2013-CD, Clearfield County records.

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

a) 21st Mortgage Corporation, 620 Market Street, Knoxville, Tennessee 37902; \$62,524.71; recorded 07/31/03; Instrument Number 200313611.

5. There are no other persons known to have any record lien on the property which may be affected by the sale.

6. There are no other persons known to have any record interest in the property and whose interest may be affected by the sale.

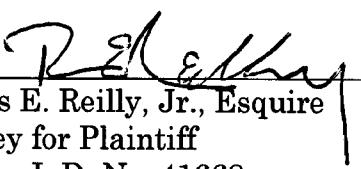
7. There are no other known persons who have any interest in the property which may be affected by the sale.

I verify that the statements made in this 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. Section 4904 relating to unsworn falsification to authorities.

GROSS MCGINLEY LABARRE & EATON

Date: MAY 15, 2008

By: 
Thomas E. Reilly, Jr., Esquire
Attorney for Plaintiff
Attorney I. D. No. 41668
33 S 7th Street, PO Box 4060
Allentown, PA 18105-4060

ALL THAT parcel of land known as Lot 4 of the Daniel King Riehl, Jr., Subdivision dated June 1, 1999, said Lot lying $\frac{1}{2}$ mile south of Pennsylvania State Route 879 with Township Road T-648 in Covington Township, Clearfield County, Pennsylvania and being more particularly described as follows:

BEGINNING at a point in the centerline of an unnamed tributary to Sandy Creek at the northeast corner of Lot 3 of the above referenced subdivision, said point being the northwest corner of the land hereby conveyed and running; thence N 49-26-30 E 113.34 feet along the centerline of the unnamed tributary to Sandy Creek to a point; thence N 60-53-09 E 116.07 feet along the same to a point; thence N 88-50-18 E 80.88 feet to a point and corner of Lot 5; thence S 02-51-42 W 329.84 feet to a spike set in the centerline of a 50 foot private Road right-of-way, said line passing through a $\frac{3}{4}$ inch rebar set back 16.50 feet from the said centerline of a Private Road right-of-way to a point; thence S 70-07-38 W 88.14 feet along the same to a point; thence S 67-50-04 W 100.92 feet along the same to a spike set; thence N 05-47-33 E 290.32 feet along Lot 3 to a point in the centerline of the unnamed tributary to Sandy Creek and place of beginning, said line passing through a $\frac{3}{4}$ inch rebar set at 16.50 feet.

BEING THE SAME PREMISES which Thomas A. Gouge, individual and Diane W. Cheek, individual, by their Deed dated July 24, 2003 and recorded on July 31, 2003 in the Office of the Recorder of Deeds in and for the County of Clearfield at Instrument Number 200323610, granted and conveyed unto Robert E. Mactavish, the within mortgagor, his heirs and assigns.

BEING PARCEL NUMBER: 111-Q5-169

EXHIBIT "A"

FILED

MAY 22 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

21st MORTGAGE CORPORATION, successor)
to Vanderbilt Mortgage and Finance Inc.,)
Assignee of Chase Manhattan Bank, USA) NO. 2007-2013-CD
Plaintiff)
vs.)
ROBERT E. MACTAVISH,) MORTGAGE FORECLOSURE
Defendant)

ORDER

AND NOW, this 22 day of August, 2008, upon consideration of the attached Motion to Continue Sheriff's Sale of Real Property through Mortgage Foreclosure,

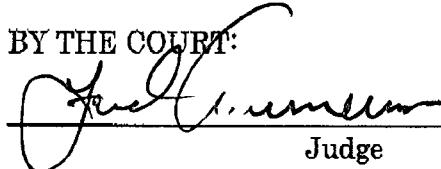
IT IS HEREBY ORDERED that the Sheriff's Sale in the above captioned action which is now scheduled for September 5, 2008 shall be continued until November 7, 2008.

IT IS FURTHER ORDERED that the Sheriff's office shall announce the new sale date of the Real Property, which is the subject of the above captioned action, at the Sheriff's Sale to be held on September 5, 2008.

Attorney for Plaintiff
Thomas E. Reilly, Jr.
38 S. 7th Street, PO Box 4060
Allentown, PA 18105-4060

Attorney for Defendant:
None

BY THE COURT:



Judge

09:46 AM
10/2/2008

William A. Snaw
Prothonotary/Clerk of Courts

100 Atty Linda Lewis
(delivered motion)

(6)

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

21st MORTGAGE CORPORATION, successor)
to Vanderbilt Mortgage and Finance Inc.,)
Assignee of Chase Manhattan Bank, USA) NO. 2007-2013-CD
Plaintiff)
vs.)
ROBERT E. MACTAVISH,) MORTGAGE FORECLOSURE
Defendant)

**MOTION TO CONTINUE SHERIFF'S SALE OF
REAL PROPERTY THROUGH MORTGAGE FORECLOSURE**

AND NOW comes the Plaintiff, 21st Mortgage Corporation, successor to Vanderbilt Mortgage and Finance Inc., assignee of Chase Manhattan Bank, USA, by and through its attorneys Gross McGinley, LLP and Thomas E. Reilly, Jr., and moves as follows:

1. On December 11, 2007, Plaintiff filed a mortgage foreclosure action against the Defendant as set forth in the complaint docketed to 2007-2013-CD, Clearfield County Records (the "Complaint").
2. On April 28, 2008, Plaintiff was granted a Default Judgment against the Defendant, in the amount of Seventy Thousand One Hundred Sixteen Dollars and Twenty Cents (\$70,116.20) plus interest from April 21, 2008, and costs.
3. On or about May 22, 2008, Plaintiff filed a Writ of Execution in Mortgage Foreclosure against the Defendant (the "Writ").

4. The property located at 1066 VFW Road, Frenchville, Covington Township, Clearfield County, Pennsylvania (the "Premises") which property is the subject of the Complaint and Writ, was subsequently scheduled to be sold at Sheriff's Sale on August 1, 2008 in Clearfield County, Pennsylvania (the "August 2008 Sheriff's Sale").

5. On or about July 9, 2008, Plaintiff requested that the August 2008 Sheriff's Sale be continued until September 5, 2008 (the "September Sheriff's Sale") due to the Plaintiff's inability to effectuate proper service on the Defendant, Robert E. Mactavish.

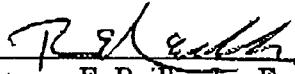
6. As of this date the Plaintiff has been unable to make service of the Notice of Sale and Writ documents on the Defendant, Robert E. Mactavish.

7. Pursuant to PA. R.C.P. 3129.3(a), a sale may not be continued more than twice within one hundred thirty days of the originally scheduled sale date without a special order of court if service upon the Defendant has been made.

8. Plaintiff requests a Special Order of Court to continue the September Sheriff's Sale on the Premises until November 7, 2008 without the filing of a new writ of execution, to allow the Plaintiff additional time to obtain an Order of Court authorizing the Plaintiff to serve the Defendant with Notice of the Sheriff's Sale by alternative means.

WHEREFORE, the Plaintiff requests the Court enter an Order continuing the sheriff's sale of the Premises (now scheduled for September 5, 2008), until November 7, 2008, in order to allow the Plaintiff additional time to effectuate proper service upon the Defendant.

Respectfully Submitted,



Thomas E. Reilly, Jr., Esquire
Attorney I. D. No. 41668
Attorney for Plaintiff

VERIFICATION

I, Joan Davis, state that I am the Legal Coordinator for 21st Mortgage Corporation, Plaintiff in the within action, and as such, I am authorized to make this Verification on behalf of the said 21st Mortgage Corporation, and verify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.



Joan Davis

Dated: Aug. 20, 2008

William A. Straw
Probate Attorney/Court
Attala County, MS

DATE: 8/20/08

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

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

21st MORTGAGE CORPORATION, successor)
to Vanderbilt Mortgage and Finance Inc.,)
Assignee of Chase Manhattan Bank, USA) NO. 2007-2013-CD
Plaintiff)
vs.)
ROBERT E. MACTAVISH,) MORTGAGE FORECLOSURE
Defendant)

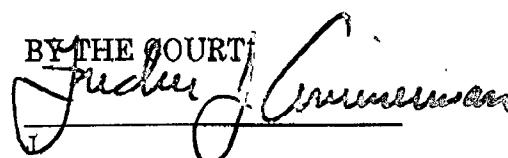
ORDER

AND NOW, this 5th day of September, 2008, upon
consideration of the attached Motion to Serve Defendant Pursuant to Pennsylvania
Rule of Civil Procedure No. 430,

IT IS HEREBY ORDERED that Plaintiff is authorized to serve the Writ of
Execution, Notice of Sheriff's Sale and any other documents which may be required to
be served upon the Defendant, Robert E. MacTavish, by posting a copy of the
documents which are required to be served, on the most public part of the property
which is the subject of the mortgage foreclosure action, and by first class mail to the
Defendant's last known address of 414 E. Locust Street, Apt. A, Clearfield,
Pennsylvania 16830.

Attorney for Plaintiff:
Thomas E. Reilly, Jr.
33 S. 7th Street, PO Box 4060
Allentown, PA 18105
(610) 820-5450

Attorney for Defendant:
None

BY THE COURT


100
M110:50/8/08 Atty Naddeo
(for Attorney Reilly)

William A. Shaw
Prothonotary/Clerk of Courts
(60)

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

21st MORTGAGE CORPORATION, successor
to Vanderbilt Mortgage and Finance Inc.,)
Assignee of Chase Manhattan Bank, USA) NO. 2007-2013-CD
Plaintiff)
vs.)
ROBERT E. MACTAVISH,) MORTGAGE FORECLOSURE
Defendant)

**MOTION TO SERVE DEFENDANT PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE NO. 430**

1. On December 11, 2007, Plaintiff filed a mortgage foreclosure action against the Defendant as set forth in the complaint docketed to 2007-2013-CD, Clearfield County Records (the "Complaint").
2. On or about December 11, 2007, Plaintiff attempted service of the Complaint on the Defendant, through the Clearfield County Sheriff's Office at the Defendant's last known address of 414 E. Locust Street, Apartment A, Clearfield, PA 16830.
3. The Clearfield County Sheriff's office issued a Return of Service (the "Sheriff's return") which indicated that the Defendant, Robert E. Mactavish was not served because the "time expired" and the Sheriff "attempted and got no response" from the Defendant. A true and correct copy of the Sheriff's return is attached hereto and marked as Exhibit "A" and made a part hereof.

4. On or about January 18, 2008 the Plaintiff filed a praecipe to reinstate the Complaint and requested service of the Complaint through the Clearfield County Sheriff's Office at the Defendant's place of employment.

5. The Clearfield County Sheriff's Office issued a return of Service (the "2nd Sheriff's return") which indicated that the Defendant, Robert E. Mactavish was served on January 28, 2008 at his place of employment, Quehanna Bootcamp, 4395 Quehanna Highway, Karthaus, Clearfield County, PA. A true and correct copy of the 2nd Sheriff's return is attached hereto and marked as Exhibit "B" and made a part hereof.

6. On April 28, 2008, the Plaintiff entered a Judgment in mortgage foreclosure against the Defendant in the amount of \$70,116.20.

7. On or about May 22, 2008 Plaintiff filed a Writ of Execution and subsequently scheduled the Defendant's Premises located at 1066 VFW Road, Frenchville, Covington Township, Clearfield County, Pennsylvania for Sheriff's Sale on August 1, 2008.

8. Plaintiff attempted service of the Writ of Execution and Notice of Sheriff's Sale on the Defendant at his place of employment, Quehanna Bootcamp, Karthaus, Pennsylvania.

9. On or about August 5, 2000, the Sheriff's office issued a retrun of service on the Writ of Execution and Notice of Sheriff's Sale indicating that numerous attempts at service were made at both the Defendant's work and home address and were unsuccessful. A true and correct copy of the return of service is attached hereto and marked as Exhibit "C" and incorporated herein.

8. An inquiry of the Clearfield, Pennsylvania post office reveals that mail to the Defendant, Robert E. Mactavish is "Delivered as Addressed" at the address of 1500 Laurel Circle, Clearwater, Florida (the "Request for Change form"). A true and correct copy of the Request for Change form is attached hereto and marked as Exhibit "D" and made a part hereof.

9. An inquiry of the Pennsylvania Department of Transportation Bureau (the "DMV Search") reveals the driver's license for the Defendant, Robert E. Mactavish shows the address of 414 E. Locust Street, Apt. A., Clearfield, Pennsylvania 16830. A copy of the DMV Search is attached as Exhibit "E" and incorporated herein

10. Plaintiff has exhibited good faith in attempting to ascertain the whereabouts of the Defendant, Robert E. Mactavish.

WHEREFORE, based on the foregoing, Plaintiff requests leave of court to serve the Writ of Execution, Notice of Sheriff's Sale and any other documents which may be required to be served upon the Defendant, Robert E. Mactavish, by posting a copy of the documents and any other documents which are required to be served on the Defendant, on the most public part of the property which is the subject of the mortgage foreclosure action, and by first class mail at the Defendant's last known address of 414 E. Locust Street, Apt. A, Clearfield, Pennsylvania 16830.

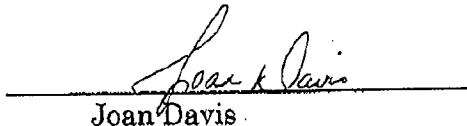
Respectfully Submitted,



Thomas E. Reilly, Jr., Esquire
Attorney I. D. No. 41668
Attorney for Plaintiff

VERIFICATION

I, Joan Davis, state that I am the Legal Coordinator for 21st Mortgage Corporation, Plaintiff in the within action, and as such, I am authorized to make this Verification on behalf of the said 21st Mortgage Corporation, and verify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.



Joan Davis

Dated: Sept 3, 2008

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # 103524

Case # 07-2013-CD

21st MORTGAGE CORPORATION, successor

vs.

ROBERT E. MACTAVISH

COP

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW April 18, 2008 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO ROBERT E. MACTAVISH, DEFENDANT. ATTEMPTED, NO RESPONSE

SERVED BY: /

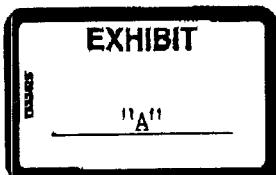
Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GROSS	27223	10.00
SHERIFF HAWKINS	GROSS	27223	20.41

Sworn to Before me This

Day of _____ 2008

So Answers,

Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103659
 NO: 07-2013-CD
 SERVICE # 1 OF 1
 COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: 21st MORTGAGE CORPORATION, successor
 vs.
 DEFENDANT: ROBERT E. MACTAVISH

SHERIFF RETURN

NOW, January 25, 2008 AT 9:47 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROBERT E. MACTAVISH DEFENDANT AT WORK QUEHANNA BOOTCAMP, 4395 QUEHANNA HWY., KARTHAUS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ROBERT E. MACTAVISH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GROSS	27402	10.00
SHERIFF HAWKINS	GROSS	27402	32.23

Sworn to Before Me This

____ Day of _____ 2008

So Answers,



Chester A. Hawkins
 Sheriff

EXHIBIT

"B"

REAL ESTATE

REAL ESTATE

EXECUTION SERVICE SHEET

DKT: EX PAGE: 20780

DEPUTY RECEIVED: June 02, 2008

DEFENDANT(S): ROBERT E. MACTAVISH

ADDRESS: QUEHANNA BOOTCAMP OR 414 E. LOCUST ST. APT 1 4395 QUEHANNA HIGHWAY
KARTHAUS, PA 16845 OR CLFD, PA 1683

LEVY & POST AT: SAME AS ABOVE

SERVE AND LEAVE WITH: DEFENDANT POST GARNISHEE

WRIT OF EXECUTION NOTICE OF SALE TO POST / SERVE WRIT LEVY

INTERROGATORIES TO GARNISHEE

WRIT OF POSSESSION

MUST BE SERVED, POSTED OR LEVIED BY: JUNE 30, 2008

Aug 6, 2008

DATE SERVED, POSTED OR LEVIED: _____

TIME: _____

NAME OF PERSON SERVED: _____

Please try

TITLE: _____

to serve
him at
work!
Conty

WHERE SERVED / POSTED (ADDRESS): _____

DEFENDANT(S): RESIDENCE EMPLOYMENT

SIGNATURE OF PERSON SERVED: _____

DATE: _____

Called bootcamp

ATTEMPTS: 6-17-08 NOT WORKING

TODAY

1/25/08 S/T:

1/31/08 N/H:

2/3/08 S/T:

2/10/08 N/H:

2/17/08 N/H:

2/24/08 N/H:

2/31/08 N/H:

3/10/08 N/H:

3/17/08 N/H:

3/24/08 N/H:

3/31/08 N/H:

4/10/08 N/H:

4/17/08 N/H:

4/24/08 N/H:

5/1/08 N/H:

5/8/08 N/H:

5/15/08 N/H:

5/22/08 N/H:

5/29/08 N/H:

6/5/08 N/H:

6/12/08 N/H:

6/19/08 N/H:

6/26/08 N/H:

7/3/08 N/H:

7/10/08 N/H:

7/17/08 N/H:

7/24/08 N/H:

7/31/08 N/H:

8/7/08 N/H:

8/14/08 N/H:

8/21/08 N/H:

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1/21/09 N/H:

GROSS
McGINLEY
ATTORNEYS AT LAW

MALCOLM J. GROSS
PAUL A. McGINLEY
HOWARD S. STEVENS
DONALD L. BARRE, JR.
J. JACKSON EATON, III
MICHAEL A. HENRY
PATRICK J. REILLY
ANNE K. MANLEY
SUSAN ELLIS WILD†
VICTOR F. CAVACINI
THOMAS E. REILLY, JR.
ROBERT A. ALPERT
ALLEN I. TULLAR
RAYMOND J. D'RAYMOND
THOMAS A. CAPEHART
JOHN F. GROSS
KIMBERLY G. KRUPKA

KIMBERLY A. SPOTTS-KIMMEL
ERROL C. DEANS, JR.*
ANDREW H. RALSTON, JR.
LUCAS J. REPKA
KELLY RUSH SULLIVAN*
PETER J. DRUCKENMILLER, JR.
MICHAEL J. BLUM**

www.grossmcginley.com

Please reply to:

Allentown Office

Thomas E. Reilly, Jr.

Direct Dial Number 610/871-1321

treilly@grossmcginley.com

OF COUNSEL
DAVID C. KEEHN
MICHAEL J. PIOSA

*Also admitted in NY

**Also admitted in NJ

†Also admitted in DC & MD

August 21, 2008

Postmaster
Clearfield, PA 16830

**Request for Change of Address or Boxholder
Information needed for Service of Legal Process**

Patron Name: Robert E. Mactavish

Address: 414 E. Locust Street, Apt. A, Clearfield, PA 16830

Case Name: 21st Mortgage vs. Robert E. Mactavish

Docket Number: 07-2013

Please furnish the new address or name and street address (if boxholder).

NOTE: Name and last address are required for address change information. Name, if known, and P.O. Box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d) (6) (ii). There is no fee for boxholder information. The fee for change of address information is waived per 39 CFR 265.6(d) (1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester: Attorney
2. Statute or regulation empowering me to serve process: not required when requester is an attorney.
3. Names of all known parties to the litigation: See above Caption.
4. Court in which the case has or will be heard: Court of Common Pleas for Clearfield County, PA.
5. Capacity in which individual is to be served: Defendant.

WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SEC. 1001).

POSTMASTER

Page 2

August 21, 2008

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE
BEST OF MY KNOWLEDGE AND THAT THE ADDRESS INFORMATION IS NEEDED
AND WILL BE USED SOLELY FOR SERVICE OF LEGAL PROCESS IN CONNECTION
WITH ACTUAL OR PROSPECTIVE LITIGATION.

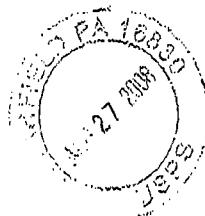
By: 

Thomas E. Reilly, Jr., Esquire

FOR POST OFFICE USE ONLY - POSTMARK

Mail is delivered as addressed.
 Not known at address given.
 No Such address.
 Boxholder's representative/agent

No change of address on file
 Moved, left no forwarding address
 New Address:
 Boxholder's address:



PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
 BUREAU OF DRIVER LICENSING
 BASIC DRIVER INFORMATION
 AUG 22 2008

DRIVER: ROBERT E MACTAVISH
 414 E LOCUST ST APT A
 CLEARFIELD, PA 16830

DRIVER LICENSE NO : 22415194
 DATE OF BIRTH : OCT 11 1970
 SEX : MALE
 RECORD TYPE : REG LICENSE

DRIVER LICENSE (DL)

LICENSE CLASS : C
 LICENSE ISSUE DATE: MAR 29 2005
 LICENSE EXPIRES : OCT 12 2008
 ORIG ISSUE DATE : JUL 19 1988
 MED RESTRICTIONS : NONE
 LEARNER PERMITS :
 LICENSE STATUS :

COMMERCIAL DRIVER LICENSE (CDL)

CDL LICENSE CLASS :
 CDL LICENSE ISSUED :
 CDL LICENSE EXPIRES:
 CDL ENDORSEMENTS : NONE
 CDL RESTRICTIONS : NONE
 CDL LEARNER PERMITS:
 CDL LICENSE STATUS :

SB ENDORSEMENT :

PROBATIONARY LICENSE (PL)

PL LICENSE CLASS :
 PL LICENSE ORIG ISS:
 PL LICENSE ISSUED :
 PL LICENSE EXPIRES :
 PL LICENSE STATUS :

OCCUPATIONAL LIMITED LICENSE (OLL)

OLL LICENSE CLASS :
 OLL LICENSE ISSUED :
 OLL LICENSE EXPIRES:
 OLL LICENSE STATUS :

*** END OF RECORD ***

EXHIBIT

"E"

TOTAL P.002

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

21st MORTGAGE CORPORATION, successor
to Vanderbilt Mortgage and Finance Inc.,)
Assignee of Chase Manhattan Bank, USA) NO. 2007-2013-CD
Plaintiff)
vs.)
ROBERT E. MACTAVISH,) MORTGAGE FORECLOSURE
Defendant)

AFFIDAVIT FOR SPECIAL SERVICE CHECKLIST

The following efforts marked with an "X" have been attempted by counsel for the moving party:

Prerequisites:

- X Attempted service at all known addresses
- X Inquiry of postal authority
- X Examination of local phone directories

Discretionary Efforts:

- Examination of local tax records
- Examination of voter registration records
- Inquiry of relatives, neighbors, friends and employers of defendant(s)
- X Other: Department of Motor Vehicle Search

Dated: September 4, 2008

By: *Thomas E. Reilly, Jr.*

Thomas E. Reilly, Jr.

The court will not consider a motion for special service pursuant to Pa. R.C.P. 430(a) until an affidavit is submitted to Chambers indicating that all prerequisites have been attempted, and at least one discretionary effort.

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

21st MORTGAGE CORPORATION, successor
to Vanderbilt Mortgage and Finance Inc.,
Assignee of Chase Manhattan Bank, USA,
Plaintiff

* NO. 2007-2013-CD

vs.

ROBERT E. MACTAVISH,

* MORTGAGE FORECLOSURE

* Type of Pleading:

* MOTION TO CONTINUE
* SHERIFF'S SALE OF REAL
* PROPERTY THROUGH
* MORTGAGE FORECLOSURE
* AND ORDER

* Filed on behalf of:
* Plaintiff

* Counsel of Record for
* this party:

* Thomas E. Reilly, Jr., Esquire
* Attorney I.D. No. 41668

* Linda C. Lewis, Esquire
* Attorney I.D. No. 80478

* 207 East Market Street
* PO Box 552
* Clearfield, PA 16830
* (814)765-1601

11/10/2008 2cc
11/10/2008 Atty Lewis
11/10/2008

William A. Shaw
Prothonotary/Clerk of Courts

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

21st MORTGAGE CORPORATION, successor)
to Vanderbilt Mortgage and Finance Inc.,)
Assignee of Chase Manhattan Bank, USA) NO. 2007-2013-CD
Plaintiff)
)
)
vs.) MORTGAGE FORECLOSURE
ROBERT E. MACTAVISH,)
Defendant)

MOTION TO CONTINUE SHERIFF'S SALE OF
REAL PROPERTY THROUGH MORTGAGE FORECLOSURE

AND NOW comes the Plaintiff, 21st Mortgage Corporation, successor to Vanderbilt Mortgage and Finance Inc., assignee of Chase Manhattan Bank, USA, by and through its attorneys Gross McGinley, LLP and Thomas E. Reilly, Jr., and moves as follows:

1. On December 11, 2007, Plaintiff filed a mortgage foreclosure action against the Defendant as set forth in the complaint docketed to 2007-2013-CD, Clearfield County Records (the "Complaint").
2. On April 28, 2008, Plaintiff was granted a Default Judgment against the Defendant, in the amount of Seventy Thousand One Hundred Sixteen Dollars and Twenty Cents (\$70,116.20) plus interest from April 21, 2008, and costs.
3. On or about May 22, 2008, Plaintiff filed a Writ of Execution in Mortgage Foreclosure against the Defendant (the "Writ").

4. The property located at 1066 VFW Road, Frenchville, Covington Township, Clearfield County, Pennsylvania (the "Premises") which property is the subject of the Complaint and Writ, was subsequently scheduled to be sold at Sheriff's Sale on August 1, 2008 in Clearfield County, Pennsylvania (the "August 2008 Sheriff's Sale").

5. On or about July 9, 2008, Plaintiff requested that the August 2008 Sheriff's Sale be continued until September 5, 2008 (the "September Sheriff's Sale") due to the Plaintiff's inability to effectuate proper service on the Defendant, Robert E. Mactavish.

6. Due to the Plaintiff's inability to make service of the Notice of Sheriff's Sale on the Defendant, an Order was entered on August 22, 2008 continuing the September Sheriff's Sale until November 7, 2008 in order to allow the Plaintiff time to properly serve the Defendant.

7. Plaintiff has received information about new judgment creditors that were not notified of the pending Sheriff's Sale.

8. Pursuant to PA. R.C.P. 3129.3(a), a sale may not be continued more than twice within one hundred thirty days of the originally scheduled sale date without a special order of court if service upon the Defendant has been made.

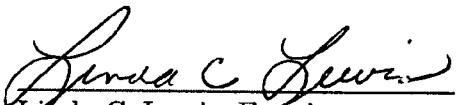
9. Plaintiff requests a Special Order of Court to continue the November 7, 2008 Sheriff's Sale on the Premises until December 5, 2008 without the filing of a new writ of execution, to allow the Plaintiff additional time to notify the new judgment creditors of the Notice of the Sheriff's Sale as required under PA R.C.P. No. 3129.2.

WHEREFORE, the Plaintiff requests the Court enter an Order continuing the sheriff's sale of the Premises (now scheduled for November 7, 2008), until December 5, 2008, in order to allow the Plaintiff additional time to effectuate proper service upon the new Judgment creditors as required under PA R.C.P. No. 3129.2.

Respectfully Submitted,



Thomas E. Reilly, Jr., Esquire
Attorney I. D. No. 41668
Attorney for Plaintiff



Linda C. Lewis, Esquire
Attorney I. D. No. 80478
Local Counsel for Plaintiff

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

21st MORTGAGE CORPORATION, successor)
to Vanderbilt Mortgage and Finance Inc.,)
Assignee of Chase Manhattan Bank, USA) NO. 2007-2013-CD
Plaintiff)
vs.)
ROBERT E. MACTAVISH,) MORTGAGE FORECLOSURE
Defendant)

ORDER

AND NOW, this 3rd day of November, 2008, upon consideration of the attached Motion to Continue Sheriff's Sale of Real Property through Mortgage Foreclosure,

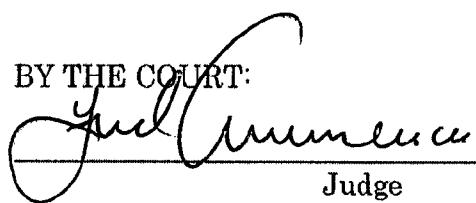
IT IS HEREBY ORDERED that the Sheriff's Sale in the above captioned action which is now scheduled for November 7, 2008 shall be continued until December 5, 2008.

IT IS FURTHER ORDERED that the Sheriff's office shall announce the new sale date of the Real Property, which is the subject of the above captioned action, at the Sheriff's Sale to be held on November 7, 2008.

Attorney for Plaintiff
Thomas E. Reilly, Jr.
33 S. 7th Street, PO Box 4060
Allentown, PA 18105-4060

Attorney for Defendant:
None

BY THE COURT:



Judge

FILED 2008
01/25/2008 Atty Lewis
NOV 0 2008
CCL

S William A. Shaw
Prothonotary/Clerk of Courts
1CC Sheriff
without
memo

CCL

DATE 11/4/08

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:

NOV 5 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

21st MORTGAGE CORPORATION,
successor to Vanderbilt Mortgage
and Finance Inc., Assignee
of Chase Manhattan Bank, USA
Plaintiff,

vs.

ROBERT E. MACTAVISH,
Defendant.

★ ★ ★ ★

* Type of Pleading:
*
* MOTION AND ORDER
* Filed on behalf of:
* Plaintiff
*
* Counsel of Record for
* this party:
*
* Thomas E. Reilly, Jr., Esq.
* Pa. I.D. 41668

10:15 AM NOCC
09/15/01
NOV 1 2008
S (610)
William A. Shaw
Prothonotary/Clerk of Courts

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

21st MORTGAGE CORPORATION, successor)
to Vanderbilt Mortgage and Finance Inc.,)
Assignee of Chase Manhattan Bank, USA) NO. 2007-2013-CD
Plaintiff)
)
)
vs.) MORTGAGE FORECLOSURE
ROBERT E. MACTAVISH,)
Defendant)

**MOTION TO AMEND ORDER ENTERED ON NOVEMBER 3, 2008
CONTINUING SHERIFF'S SALE OF
REAL PROPERTY THROUGH MORTGAGE FORECLOSURE**

AND NOW comes the Plaintiff, 21st Mortgage Corporation, successor to Vanderbilt Mortgage and Finance Inc., assignee of Chase Manhattan Bank, USA, by and through its attorneys Gross McGinley, LLP and Thomas E. Reilly, Jr., and moves as follows:

1. On December 11, 2007, Plaintiff filed a mortgage foreclosure action against the Defendant as set forth in the complaint docketed to 2007-2013-CD, Clearfield County Records (the "Complaint").
2. On April 28, 2008, Plaintiff was granted a Default Judgment against the Defendant, in the amount of Seventy Thousand One Hundred Sixteen Dollars and Twenty Cents (\$70,116.20) plus interest from April 21, 2008, and costs.
3. On or about May 22, 2008, Plaintiff filed a Writ of Execution in Mortgage Foreclosure against the Defendant (the "Writ").

4. The property located at 1066 VFW Road, Frenchville, Covington Township, Clearfield County, Pennsylvania (the "Premises") which property is the subject of the Complaint and Writ, was subsequently scheduled to be sold at Sheriff's Sale on August 1, 2008 in Clearfield County, Pennsylvania (the "August 2008 Sheriff's Sale").

5. On or about July 9, 2008, Plaintiff requested that the August 2008 Sheriff's Sale be continued until September 5, 2008 (the "September Sheriff's Sale") due to the Plaintiff's inability to effectuate proper service on the Defendant, Robert E. Mactavish.

6. On or about August 22, 2008, an Order was entered continuing the September Sheriff's Sale until November 7, 2008 in order to allow the Plaintiff time to properly serve the Defendant.

7. On November 3, 2008, an Order was entered continuing the November 7, 2008 Sheriff's sale until December 5, 2008 in order to allow the Plaintiff time to serve new judgment creditors with Notice of the pending Sheriff's Sale. A true and correct copy of the November 3, 2008 Order is attached hereto as Exhibit "A" and incorporated herein by reference.

8. Pursuant to PA. R.C.P. 3129.3(a), a sale may not be continued more than twice within one hundred thirty days of the originally scheduled sale date without a special order of court if service upon the Defendant has been made.

9. Plaintiff intended to request a Special Order of Court to continue

the November 7, 2008 Sheriff's Sale on the Premises until December 5, 2008 without the filing of a new writ of execution or additional advertising or Notice, to allow the Plaintiff additional time to notify the new judgment creditors of the Notice of the Sheriff's Sale as required under PA R.C.P. No. 3129.2.

10. Plaintiff inadvertently failed to request in its Order to Continue the November 7, 2008 Sheriff's Sale that there be no need to re-file a new writ of execution or provide any new notice of the December 5, 2008 sale date whether by advertising or otherwise.

WHEREFORE, the Plaintiff requests the Court enter an Order amending the Order Continuing the sheriff's sale of the Premises to include additional language that the Plaintiff is not required to re-file a new writ of execution or provide any new notice of the December 5, 2008 Sheriff's Sale date whether by advertising or otherwise.

Respectfully Submitted,



Thomas E. Reilly, Jr., Esquire
Attorney I. D. No. 41668
Attorney for Plaintiff



Linda C. Lewis
Linda C. Lewis, Esquire
Attorney I. D. No. 80478
Local Counsel for Plaintiff

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

21st MORTGAGE CORPORATION, successor)
to Vanderbilt Mortgage and Finance Inc.,)
Assignee of Chase Manhattan Bank, USA) NO. 2007-2013-CD
Plaintiff)
)
vs.)
) MORTGAGE FORECLOSURE
ROBERT E. MACTAVISH,)
Defendant)

ORDER

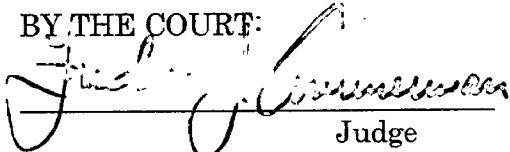
AND NOW, this 10th day of November, 2008, upon consideration of the attached Motion to Amend Order Continuing Sheriff's Sale of Real Property through Mortgage Foreclosure,

IT IS HEREBY ORDERED that the Order entered on November 3, 2008 continuing the Sheriff's Sale of the Premises to December 5, 2008 is hereby amended to include language that the Plaintiff shall not be required to file a new writ of execution or provide any additional new notice of the date of the sale, whether by advertising or otherwise.

Attorney for Plaintiff
Thomas E. Reilly, Jr.
33 S. 7th Street, PO Box 4060
Allentown, PA 18105-4060

Attorney for Defendant:
None

BY THE COURT:



Judge

10/9/15 AM 10:15 AM 2008
Attn: Lewis
ZODF (will serve)

William A. Shaw
Prothonotary/Clerk of Court (6)

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

21st MORTGAGE CORPORATION,
successor to Vanderbilt Mortgage
and Finance Inc., Assignee
of Chase Manhattan Bank, USA
Plaintiff,

vs.

ROBERT E. MACTAVISH,
Defendant.

* No. 2007 - 2013 - CD

* Type of Pleading:

* AMENDED AFFIDAVIT
* Filed on behalf of:
* Plaintiff

* Counsel of Record for
* this party:

* Thomas E. Reilly, Jr., Esq.
* Pa I.D. 41668

No. 2
0/3:45pm 10/04/2008 C.R.

William A. Shaw
Prothonotary/Clerk of Courts

DEC 04 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

21st MORTGAGE CORPORATION, successor
to Vanderbilt Mortgage and Finance Inc.,)
Assignee of Chase Manhattan Bank, USA) NO. 2007-2013-CD
Plaintiff)
vs.)
ROBERT E. MACTAVISH,) MORTGAGE FORECLOSURE
Defendant)

AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1

Thomas E. Reilly, Jr., Esquire, attorney for Plaintiff in the above action, sets forth, as of the date the Praeclipe for Writ of Execution was filed, the following information concerning the real property located at 1066 VFW Road, Frenchville, Covington Township, Clearfield County, Pennsylvania and more particularly described in Exhibit "A" attached hereto:

1. The name and last known addresses of the Owners or reputed owners of the Property is: Robert E. MacTavish, 414 E. Locust Street, Apartment A, Clearfield, PA 16830.

2. The names and last known addresses of the Defendants in the judgment is: Robert E. MacTavish, 414 E. Locust Street, Apartment A, Clearfield, PA 16830.

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

a) 21st Mortgage Corporation, 620 Market Street, Knoxville, Tennessee 37902; \$70,116.20; dated 04/23/08; No. 2007-2013-CD, Clearfield County records.

b) Beneficial Consumer Discount Company, 2700 Sanders Road, Prospect Heights, IL 60070; \$6,860.62; dated 02/01/08; No. 2007-01568, Clearfield County records.

c) Arrow Financial Services, LLC, PO Box C3800, Southeastern, Pennsylvania 19398; \$7832.87; dated 09/22/08; No. 2008-01784-CD, Clearfield County records.

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

a) 21st Mortgage Corporation, 620 Market Street, Knoxville, Tennessee 37902; \$62,524.71; recorded 07/31/03; Instrument Number 200313611.

5. There are no other persons known to have any record lien on the property which may be affected by the sale.

6. There are no other persons known to have any record interest in the property and whose interest may be affected by the sale.

7. There are no other known persons who have any interest in the property which may be affected by the sale.

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge, information and belief.

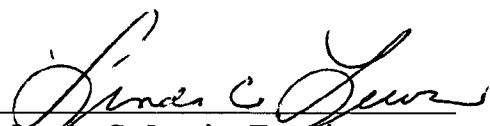
I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

GROSS MCGINLEY LLP



Dated: Dec. 4, 2008

Thomas E. Reilly, Jr., Esquire
Attorney for Plaintiff
Attorney I. D. No. 41668
33 S 7th Street, PO Box 4060
Allentown, PA 18105-4060


Linda C. Lewis, Esquire
Attorney I. D. No. 80478
Local Counsel for Plaintiff

ALL THAT parcel of land known as Lot 4 of the Daniel King Riehl, Jr., Subdivision dated June 1, 1999, said Lot lying ½ mile south of Pennsylvania State Route 879 with Township Road T-648 in Covington Township, Clearfield County, Pennsylvania and being more particularly described as

follows:

BEGINNING at a point in the centerline of an unnamed tributary to Sandy Creek at the northeast corner of Lot 3 of the above referenced subdivision, said point being the northwest corner of the land hereby conveyed and running; thence N 49-26-30 E 113.34 feet along the centerline of the unnamed tributary to Sandy Creek to a point; thence N 60-53-09 E 116.07 feet along the same to a point; thence N 88-50-18 E 80.88 feet to a point and corner of Lot 5; thence S 02-51-42 W 329.84 feet to a spike set in the centerline of a 50 foot private Road right-of-way, said line passing through a $\frac{3}{4}$ inch rebar set back 16.50 feet from the said centerline of a Private Road right-of-way to a point; thence S 70-07-38 W 88.14 feet along the same to a point; thence S 67-50-04 W 100.92 feet along the same to a spike set; thence N 05-47-33 E 290.32 feet along Lot 3 to a point in the centerline of the unnamed tributary to Sandy Creek and place of beginning, said line passing through a $\frac{3}{4}$ inch rebar set at 16.50 feet.

BEING THE SAME PREMISES which Thomas A. Gouge, individual and Diane W. Cheek, individual, by their Deed dated July 24, 2003 and recorded on July 31, 2003 in the Office of the Recorder of Deeds in and for the County of Clearfield at Instrument Number 200323610, granted and conveyed unto Robert E. Mactavish, the within mortgagor, his heirs and assigns.

BEING PARCEL NUMBER: 111-Q5-169

EXHIBIT "A"

DEC 6 4 2008

William A. Shaw
Prothonotary/Clerk of Courts

~~DEC 6 4 2008~~

William A. Shaw
Prothonotary/Clerk of Courts

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

21st MORTGAGE CORPORATION, *
successor to Vanderbilt Mortgage *
and Finance Inc., Assignee *
of Chase Manhattan Bank, USA *
Plaintiff,

vs.

ROBERT E. MACTAVISH,
Defendant.

S
No. 11-1000
01335cm
DEC 11 2008
William A. Shaw
Prothonotary/Clerk of Courts
No. 2007-2013 CD

* Type of Pleading:

* CERTIFICATE OF SERVICE
* Filed on behalf of:
* Plaintiff

* Counsel of Record for
* this party:

* Thomas E. Reilly, Jr., Esq.
* Pa I.D. 41668

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

~~DEC 04 2008~~

Attest.

William A. Shaw
Prothonotary/Clerk of Courts

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

21st MORTGAGE CORPORATION, successor)
to Vanderbilt Mortgage and Finance Inc.,)
Assignee of Chase Manhattan Bank, USA) NO. 2007-2013-CD
Plaintiff)
vs.)
ROBERT E. MACTAVISH,) MORTGAGE FORECLOSURE
Defendant)

CERTIFICATE OF SERVICE

I, Thomas E. Reilly, Jr., Esquire, hereby certify that on the 3rd day of November, 2008, a true and correct copy of the Notice to Lien Creditors Pursuant to Rule 3129, was mailed by United States first-class mail, postage prepaid, to the interested parties listed below.

Arrow Financial Services LLC
PO Box C3800
Southeastern, PA 19398

Beneficial Consumer Discount Co.
2700 Sanders Road
Prospect Heights, IL 60070

GROSS MCGINLEY, LLP

R. Glazebrook

Thomas E. Reilly, Jr., Esquire
Attorney for Plaintiff
33 S. 7th Street, PO Box 4060
Allentown, PA 18105-4060
(610) 820-5450

Linda C. Lewis
Linda C. Lewis, Esquire
Attorney I. D. No. 50478
Local Counsel for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20780
NO. 07-2013-CD

PLAINTIFF: 21ST MORTGAGE CORPORATION, SUCCESSOR TO VANDERBILT MORTGAGE AND FINANCE INC.,
ASSIGNEE OF CHASE MANHATTAN BANK, USA

vs.

DEFENDANT: ROBERT E. MACTAVISH

Execution REAL ESTATE

S
0/2/01 801
JAN 02 2001
William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF RETURN

DATE RECEIVED WRIT: 5/22/2008

LEVY TAKEN 6/6/2008 @ 10:24 AM

POSTED 6/6/2008 @ 10:22 AM

SALE HELD 11/7/2008

SOLD TO 21ST MORTGAGE CORPORATION, SUCCESSOR TO VANDERBILT MORTGAGE AND FINANCE
INC., ASSIGNEE OF CHASE MANHATTAN BANK, USA

SOLD FOR AMOUNT \$25,000.00 PLUS COSTS

WRIT RETURNED 1/2/2009

DATE DEED FILED 1/2/2009

PROPERTY ADDRESS 1066 VFW ROAD FRENCHVILLE , PA 16836

SERVICES

SEE ATTACHED SHEET(S) OF SERVICES

SHERIFF HAWKINS \$816.85

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

____ Day of _____ 2009

Chester A. Hawkins

Chester A. Hawkins
Sheriff

21ST MORTGAGE CORPORATION, SUCCESSOR TO VANDERBILT MORTGAGE AND FINANCE INC., ASSIGNEE OF
CHASE MANHATTAN BANK, USA
vs
ROBERT E. MACTAVISH

1 9/15/2008 @ SERVED ROBERT E. MACTAVISH

SERVED ROBERT E. MACTAVISH, DEFENDANT BY REG. & CERT MAIL PER COURT ORDER TO 414 E. LOCUST
STREET, APT 1, CLEARFIELD, PENNSYLVANIA CERT #70060810000145073961. CERT MAIL RETURNED UNCLAIMED

2 9/18/2008 @ 10:25 AM SERVED ROBERT E. MACTAVISH

POSTED COURT ORDER PER THE COURT ORDER.

3 9/15/2008 @ SERVED ROBERT E. MACTAVISH

SERVED ROBERT E. MACTAVISH, DEFENDANT, BY REG & CERT MAIL TO 1500 LAUREL CIRCLE, CLEARWATER, FL
33756-2360 CERT #70060810000145073879. CERT RETURNED UNCLAIMED 10/4/08.

@ SERVED

NOW, JULY 9, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIF'S ATTORNEY TO CONTINUE THE SHERIFF SALE
SCHEDULED FOR AUGUST 1, 2008 TO SEPTEMBER 5, 2008.

@ SERVED

NOW, AUGUST 26, 2008 RECEIVED A COPY OF THE ORIGINAL ORDER TO CONTINUE THE SHERIFF SALE
SCHEDULED FOR SEPTEMBER 5, 2008 TO NOVEMBER 7, 2008

@ SERVED

NOW, SEPTEMBER 8, 2008 RECEIVED A COPY OF THE ORIGINAL ORDER REQUIRING POSTING THE ORDER FOR
SERVICE.

@ SERVED

NOW, NOVEMBER 4, 2008 RECEIVED A COPY OF THE ORIGINAL ORDER CONTINUING THE SHERIFF SALE
SCHEDULED FOR NOVEMBER 7, 2008 TO DECEMBER 5, 2008.

21ST MORTGAGE CORPORATION, SUCCESSOR TO VANDERBILT MORTGAGE AND FINANCE INC., ASSIGNEE OF
CHASE MANHATAN BANK, USA
vs
ROBERT E. MACTAVISH

@ SERVED

NOW, NOVEMBER 19, 2008 RECEIVED A COPY OF THE ORIGINAL ORDER CONTINUING THE SHERIFF SALE TO
DECEMBER 5, 2008 WITHOUT NEW NOTICE OR ADVERTISING.

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

21st MORTGAGE CORPORATION, successor))
to Vanderbilt Mortgage and Finance Inc.,)
Assignee of Chase Manhattan Bank, USA) NO. 2007-2013-CD
Plaintiff)
)
vs.)
) MORTGAGE FORECLOSURE
ROBERT E. MACTAVISH,)
Defendant)

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA))
COUNTY OF CLEARFIELD) SS:

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:

ALL THAT parcel of land known as Lot 4 of the Daniel King Riehl, Jr., Subdivision dated June 1, 1999, said Lot lying $\frac{1}{2}$ mile south of Pennsylvania State Route 879 with Township Road T-648 in Covington Township, Clearfield County, Pennsylvania and being more particularly described as follows:

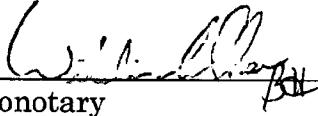
BEGINNING at a point in the centerline of an unnamed tributary to Sandy Creek at the northeast corner of Lot 3 of the above referenced subdivision, said point being the northwest corner of the land hereby conveyed and running; thence N 49-26-30 E 113.34 feet along the centerline of the unnamed tributary to Sandy Creek to a point; thence N 60-53-09 E 116.07 feet along the same to a point; thence N 88-50-18 E 80.88 feet to a point and corner of Lot 5; thence S 02-51-42 W 329.84 feet to a spike set in the centerline of a 50 foot private Road right-of-way, said line passing through a $\frac{1}{4}$ inch rebar set back 16.50 feet from the said centerline of a Private Road right-of-way to a point; thence S 70-07-38 W 88.14 feet along the same to a point; thence S 67-50-04 W 100.92 feet along the same to a spike set; thence N 05-47-33 E 290.32 feet along Lot 3 to a point in the centerline of the unnamed tributary to Sandy Creek and place of beginning, said line passing through a $\frac{1}{4}$ inch rebar set at 16.50 feet.

BEING THE SAME PREMISES which Thomas A. Gouge, individual and Diane W. Cheek, individual, by their Deed dated July 24, 2003 and recorded on July 31, 2003 in the Office of the Recorder of Deeds in and for the County of Clearfield at Instrument

Number 200323610, granted and conveyed unto Robert E. Mactavish, the within mortgagor, his heirs and assigns.

BEING PARCEL NUMBER: 111-Q5-169

Amount Due	\$ 70,116.20
Interest from 4/21/08 to Date of Sale at (\$16.70/day)	\$
Taxes	\$
(Costs to be Added)	\$ <u>132.00</u> Prothonotary costs
TOTAL	\$ _____

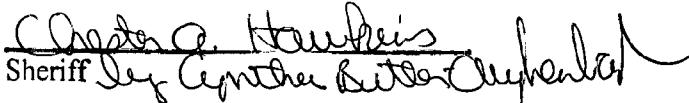


Prothonotary

Seal of the Court

Date: May 22, 2008

Received this writ this 22nd day
of May A.D. 2008
At 3:00 A.M (P.M)



Sheriff by Cynthia Bitter-Oyler

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME ROBERT E. MACTAVISH

NO. 07-2013-CD

NOW, January 02, 2009, 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 November 07, 2008, I exposed the within described real estate of Robert E. Mactavish to public venue or outcry at which time and place I sold the same to 21ST MORTGAGE CORPORATION, SUCCESSOR TO VANDERBILT MORTGAGE AND FINANCE INC., ASSIGNEE OF CHASE MANHATTAN BANK, USA he/she being the highest bidder, for the sum of \$25,000.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR SERVICE	15.00
MILEAGE	15.00
LEVY	23.23
MILEAGE POSTING	15.00
CSDS	10.00
COMMISSION	500.00
POSTAGE	18.46
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	14.00
ADD'L LEVY	
BID AMOUNT	25,000.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	30.00
CONTINUED SALES	40.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$816.85

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	70,116.20
INTEREST @ 16.7000 %	3,340.00
FROM 04/21/2008 TO 11/07/2008	
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	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$73,476.20
COSTS:	
ADVERTISING	299.86
TAXES - COLLECTOR	876.44
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	816.85
LEGAL JOURNAL COSTS	90.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$2,389.15

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

MALCOLM J. GROSS
 PAUL A. McGINLEY
 HOWARD S. STEVENS
 DONALD LABARRE, JR.
 J. JACKSON EATON, III
 MICHAEL A. HENRY
 PATRICK J. REILLY
 ANNE K. MANLEY
 SUSAN ELIS WILDE
 VICTOR F. CAVACINI
 THOMAS E. REILLY, JR.
 ROBERT A. ALPERT
 ALLEN I. TULLAR
 RAYMOND J. DeRAYMOND
 THOMAS A. CAPEHART
 JOHN F. GROSS
 KIMBERLY G. KRUPKA



ATTORNEYS AT LAW

www.grossmcginley.com

Please reply to:
 Allentown Office
 Thomas E. Reilly, Jr.
 Direct Dial Number 610/871-1321
 treilly@grossmcginley.com

KIMBERLY A. SPOTTS-KIMMEL
 ERROL C. DEANS, JR.
 ANDREW H. RALSTON, JR.
 LUCAS J. REPKA
 KELLY RUSH SULLIVAN
 PETER J. DRUCKENMILLER, JR.
 MICHAEL J. BLUM **

OF COUNSEL
 DAVID C. KEENH
 MICHAEL J. PIOSA

*Also admitted in NY
 **Also admitted in NJ
 ***Also admitted in DC & MD

July 9, 2008

Via Facsimile: 814-765-5915
 Office of the Sheriff – ATTN: Cindy
 Clearfield County Courthouse
 203 East Market Street
 Clearfield, PA 16830

Re: 21st Mortgage Corp., vs. Robert E. Mactavish
 Foreclosure No. 2007-2013-CD

Dear Cindy:

Please accept this letter as a formal request to continue the Sheriff's Sale in the above matter which is currently scheduled for August 1, 2008 until September 5, 2008.

This action is due to the fact that you have been unable to make personal service on the Defendant. As such, please continue to attempt service at the Defendant's place of employment previously provided to your office.

If you have any questions, please feel free to call my paralegal, Jennifer Kaesur at 610-871-1337.

Very truly yours,

Thomas E. Reilly, Jr.

jk

W:\\WOLVERINE\\GROSS\\MACTAVISH\\2007-2013-CD

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:

ROBERT E. MACAVISH
414 E. LOCUST STREET, APT. A
CLEARFIELD, PA 16830

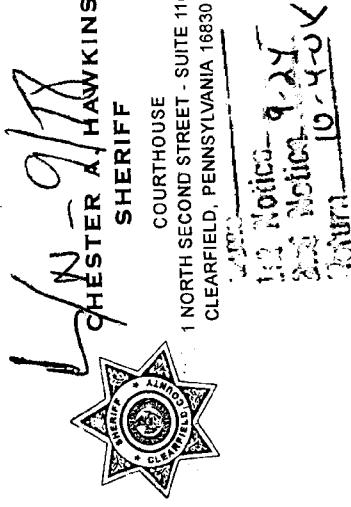
SENDER: COMPLETE THIS SECTION

- 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.

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

COMPLETE THIS SECTION ON DELIVERY		
A. Signature		
<input checked="" type="checkbox"/> X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee		
B. Received by (Printed Name)		C. Date of Delivery
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No		
3. Service Type		
<input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		
2. Article Number (Transfer from service label) 7006 0810 0001 4507 3961		
PS Form 3811, February 2004 Domestic Return Receipt		

102595-02-M-1540

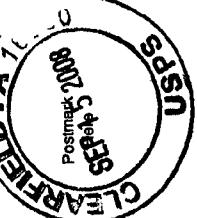


COURTHOUSE
1 NORTH SECOND STREET - SUITE 116:
CLEARFIELD, PENNSYLVANIA 16830

112 Notice - 9-24
22 Notice 10-4-04
10/1/04

ROBERT E. MACTAVISH
1500 LAUREL CIRCLE
CLEARWATER, FL 33756-2360

NIXIE 937 DE 1 00 10/09/08
RETURN TO SENDER
UNABLE TO FORWARD
BC: 169902447201 *1173-10291-15-38
2775-4486682472

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <small>(Domestic Mail Only; No Insurance Coverage Provided)</small>	
For delivery information visit our website at www.usps.com	
	
4507	4502
Postage	\$ 59
Certified Fee	\$ 49
<input type="checkbox"/> Return Receipt Fee <small>(Endorsement Required)</small>	
<input type="checkbox"/> Restricted Delivery Fee <small>(Endorsement Required)</small>	
Total Postage & Fees	
\$ 549	
Sent To	
ROBERT E. MACTAVISH 1500 LAUREL CIRCLE CLEARWATER, FL 33756-2360	

PS Form 3600, June 2002. See reverse for instructions.

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

ROBERT E. MACTAVISH
1500 LAUREL CIRCLE
CLEARWATER, FL 33756-2360

COMPLETE THIS SECTION ON DELIVERY

A. Signature	
	
B. Received by (Printed Name)	C. Date of Delivery
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes

**2. Article Number
(Transfer from service label)** **7006 0810 0001 4507 3879**

Domestic Return Receipt

102595-02 M-1540

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

21st MORTGAGE CORPORATION, successor)
to Vanderbilt Mortgage and Finance Inc.,)
Assignee of Chase Manhattan Bank, USA) NO. 2007-2013-CD
Plaintiff)
)
vs.) MORTGAGE FORECLOSURE
ROBERT E. MACTAVISH,)
Defendant)

ORDER

AND NOW, this 22 day of August, 2008, upon consideration of the attached Motion to Continue Sheriff's Sale of Real Property through Mortgage Foreclosure,

IT IS HEREBY ORDERED that the Sheriff's Sale in the above captioned action which is now scheduled for September 5, 2008 shall be continued until November 7, 2008.

IT IS FURTHER ORDERED that the Sheriff's office shall announce the new sale date of the Real Property, which is the subject of the above captioned action, at the Sheriff's Sale to be held on September 5, 2008.

Attorney for Plaintiff
Thomas E. Reilly, Jr.
88 S. 7th Street, PO Box 4060
Allentown, PA 18105-4060

Attorney for Defendant:
None

BY THE COURT:
/S/ Fredric J Ammerman

Judge

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief. The original document is on file in the Clerk's Office.

Aug 22 2008

Attest

John C. Young
John C. Young

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

21st MORTGAGE CORPORATION, successor)
to Vanderbilt Mortgage and Finance Inc.,)
Assignee of Chase Manhattan Bank, USA) NO. 2007-2013-CD
Plaintiff)
)
vs.) MORTGAGE FORECLOSURE
ROBERT E. MACTAVISH,)
Defendant)

ORDER

AND NOW, this 5th day of September, 2008, upon
consideration of the attached Motion to Serve Defendant Pursuant to Pennsylvania
Rule of Civil Procedure No. 430,

IT IS HEREBY ORDERED that Plaintiff is authorized to serve the Writ of
Execution, Notice of Sheriff's Sale and any other documents which may be required to
be served upon the Defendant, Robert E. MacTavish, by posting a copy of the
documents which are required to be served, on the most public part of the property
which is the subject of the mortgage foreclosure action, and by first class mail to the
Defendant's last known address of 414 E. Locust Street, Apt. A, Clearfield,
Pennsylvania 16830.

Attorney for Plaintiff:
Thomas E. Reilly, Jr.
33 S. 7th Street, PO Box 4060
Allentown, PA 18105
(610) 820-5450

Attorney for Defendant:
None

BY THE COURT:
/S/ Fredric J Ammerman

J.

1. Plaintiff has been served with the summons and complaint and a copy of the original statement of claim and defense.

SEP 6 8 2008

Attest.

Robert J. Ammerman
Prothonotary/
Clerk of Courts

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

21st MORTGAGE CORPORATION, successor)
to Vanderbilt Mortgage and Finance Inc.,)
Assignee of Chase Manhattan Bank, USA) NO. 2007-2013-CD
Plaintiff)
)
vs.) MORTGAGE FORECLOSURE
ROBERT E. MACTAVISH,)
Defendant)

ORDER

AND NOW, this 3RD day of November, 2008, upon consideration of the attached Motion to Continue Sheriff's Sale of Real Property through Mortgage Foreclosure,

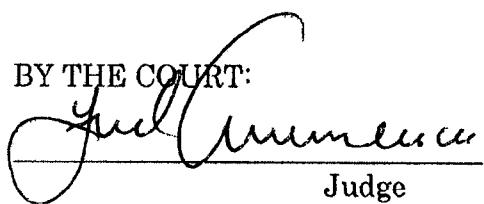
IT IS HEREBY ORDERED that the Sheriff's Sale in the above captioned action which is now scheduled for November 7, 2008 shall be continued until December 5, 2008.

IT IS FURTHER ORDERED that the Sheriff's office shall announce the new sale date of the Real Property, which is the subject of the above captioned action, at the Sheriff's Sale to be held on November 7, 2008.

Attorney for Plaintiff
Thomas E. Reilly, Jr.
33 S. 7th Street, PO Box 4060
Allentown, PA 18105-4060

Attorney for Defendant:
None

BY THE COURT:

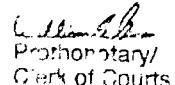


Judge

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

NOV 04 2008

Attest.


Prothonotary/
Clerk of Courts

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

21st MORTGAGE CORPORATION, successor)
to Vanderbilt Mortgage and Finance Inc.,)
Assignee of Chase Manhattan Bank, USA) NO. 2007-2013-CD
Plaintiff)
)
vs.) MORTGAGE FORECLOSURE
ROBERT E. MACTAVISH,)
Defendant)

ORDER

AND NOW, this 19th day of November, 2008, upon consideration of the attached Motion to Amend Order Continuing Sheriff's Sale of Real Property through Mortgage Foreclosure,

IT IS HEREBY ORDERED that the Order entered on November 3, 2008 continuing the Sheriff's Sale of the Premises to December 5, 2008 is hereby amended to include language that the Plaintiff shall not be required to file a new writ of execution or provide any additional new notice of the date of the sale, whether by advertising or otherwise.

Attorney for Plaintiff
Thomas E. Reilly, Jr.
33 S. 7th Street, PO Box 4060
Allentown, PA 18105-4060

Attorney for Defendant:
None

BY THE COURT:
/S/ Fredric J Ammerman

Judge

RECEIVED
CLEARFIELD COUNTY
CLERK'S OFFICE
NOV 11 2008

NOV 11 2008

Attest

RECEIVED
CLEARFIELD COUNTY
CLERK'S OFFICE