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William A. Shaw  
Notary Public for Courts

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

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

NO. 2007-2013-CD

vs.

ROBERT E. MACTAVISH,  
Defendant )

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 OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

DAVID S. MEHOLICK, COURT ADMINISTRATOR

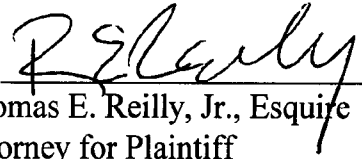
CLEARFIELD COUNTY COURTHOUSE

230 E. MARKET STREET

CLEARFIELD, PA 16830

(814) 765-2641 EXT. 5982

GROSS MCGINLEY LABARRE & EATON

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

Jan 21, 2009 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

  
Deputy Prothonotary



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

21 <sup>st</sup> 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, 21<sup>st</sup> 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, 21<sup>st</sup> 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).

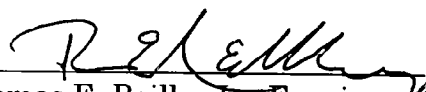
11. As a result of the Defendant's failure to pay the amount demanded in the Act 91 Notice, the following amounts are now due pursuant to the terms of the Contract and Mortgage:

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.

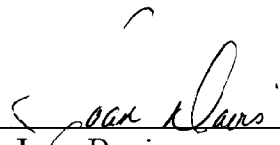
GROSS MCGINLEY LABARRE & EATON

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



**VERIFICATION**

I, Joan Davis, state that I am the Legal Coordinator for 21<sup>st</sup> Mortgage Corporation, Plaintiff in the within action, and as such, I am authorized to make this Verification on behalf of the said 21<sup>st</sup> 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 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 ¾ 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 ¾ 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. MacIavish  
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. Mactavish, 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, Frenchville  
[Street] [City]

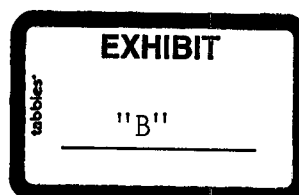
Pennsylvania 16836 ("Property Address");

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 seised 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, instrumentally, 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)]

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Adjustable Rate Rider              | <input type="checkbox"/> Condominium Rider                  | <input type="checkbox"/> 1-4 Family Rider                |
| <input type="checkbox"/> Graduated Payment Rider            | <input type="checkbox"/> Planned Unit Development Rider     | <input type="checkbox"/> Biweekly Payment Rider          |
| <input type="checkbox"/> Balloon Rider                      | <input type="checkbox"/> Rate Improvement Rider             | <input type="checkbox"/> Second Home Rider               |
| <input checked="" type="checkbox"/> Manufactured Home Rider | <input checked="" type="checkbox"/> Construction Loan Rider | <input checked="" type="checkbox"/> Affixation 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:

[Signature]

Robert E. MacLavish (Seal)  
Borrower Robert E. MacLavish

Social Security Number: 177606707

\_\_\_\_\_

\_\_\_\_\_  
Borrower (Seal)

Social Security Number: \_\_\_\_\_

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

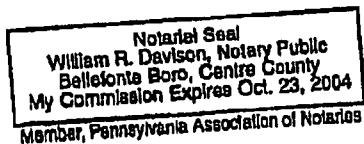
Chase Manhattan Bank USA, N. A.  
c/o CMMC 110 OAKWOOD DR., STE. 200  
WINSTON-SALEM, NC 27103

Signature: \_\_\_\_\_  
Agent on Behalf of Lender

\_\_\_\_\_  
[Space Below This Line For Acknowledgement]

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF Clarke ) ss.:  
\_\_\_\_\_ )

On this 25<sup>th</sup> day of July, 2001, before me the subscriber personally appeared Robert E. MacLavish (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.



[Signature]  
Notary Public: State of PA  
Qualified in the County of Clarke  
My Commission expires: 10-23-04

\_\_\_\_\_  
[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 8-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 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 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.**

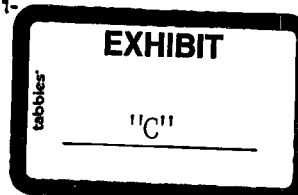
New	2004	Fleetwood	Suncrest 3523J		56 x 24
New/Used	Year	Manufacturer's Name	Model Name & Model No.	Manufacturer's Serial #	Length x Width

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	Frenchville	Clearfield	PA	16836
Street or Route	City	County	State	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  
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.	56 x 24 Manufacturer's Serial #	Length x Width
-----------------	--------------	----------------------------------	--	------------------------------------	----------------

(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



DATED this July 25, 2003.

Robert E. MacLavish (SEAL)  
Borrower  
Robert E. MacLavish  
Printed Name

[Signature]  
Witness

\_\_\_\_ (SEAL)  
Borrower  
\_\_\_\_  
Printed Name

\_\_\_\_  
Witness

\_\_\_\_ (SEAL)  
Borrower  
\_\_\_\_  
Printed Name

\_\_\_\_  
Witness

\_\_\_\_ (SEAL)  
Borrower  
\_\_\_\_  
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: \_\_\_\_\_  
Agent on Behalf of Lender

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF Clarke ) ss.:

On this 25<sup>th</sup> day of July, 2003 before me the subscriber personally appeared Robert E. MacLavish (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.

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

[Signature]  
Notary Public : State of PA  
Qualified in the County of Clarke  
My Commission expires: 10-23-04

**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 on 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 INMEDITAMENTE 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**

tabbles

"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):  
PROPERTY ADDRESS:**

**Robert E. MacTavish  
1066 VFW Road  
Frenchville, PA 16836  
107335**

**Loan No.:**

**CURRENT LENDER/SERVICER:**

**21<sup>st</sup> 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 **21<sup>st</sup> Mortgage Corporation** and sent to the address below.

21<sup>st</sup> 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:** 21<sup>ST</sup> 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 FEDERAL 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**

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

Maranatha

43 Philadelphia Avenue  
Waynesboro, PA 17268  
(717) 762-3285

**ALLEGHENY COUNTY**

Acorn Housing of Pittsburgh  
5907 Penn Avenue  
Suite 300

Pittsburgh, PA 15206

412-441-7240

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.

River Park Commons

2403 Sidney Street, Suite 400

Pittsburgh, PA 15203

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

New Life Community Housing

Development Corporation

712 Hawkins Avenue

Braddock, PA 15104

412-351-4077

Pennsylvania Housing Finance

Agency

2275 Swallow Hill road

Bldg 200

Pittsburgh, PA 15220

(412) 429-2842

Urban League Of Pittsburgh

Bldg. For Equal Opportunity

One Smithfield St.

Pittsburgh, PA 15222

(412) 227-4802

**ARMSTRONG COUNTY**

Armstrong County Community

Action Agency

124 Armsdale Road

Suite 211

Kittanning, PA 16201

(724) 548-3405

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

**BEAVER 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.

971 Third Street

Beaver, PA 15009

888-511-2227

Housing Opportunities Inc.

133 Seventh Street

P.O. Box 9

McKeesport, PA 15134

(412) 664-1906

Housing Opportunities of

Beaver County

650 Corporation St.

Suite 207

Beaver, PA 15009

(724) 728-7511

**BEDFORD COUNTY**

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

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

**BERKS 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

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

**BLAIR 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

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

Keystone Economic Development

Corp.

1954 Mary Grace Lane

Johnstown, PA 15901

(814) 535-6556

**BRADFORD COUNTY**

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



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

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. Chalfen 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  
Pennel, 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) 451-5005  
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 8th 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 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



(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-Clntn 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. Cheltenham 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  
Advmt  
Budget Counseling Center  
100 North 17th Street  
247 North Fifth Street  
Suite 800  
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-  
5082  
(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-Clntn 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



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. Cheltenham 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  
Advmt  
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



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  
 Maranatha  
 43 Philadelphia Avenue  
 Waynesboro, PA 17268  
 (717) 762-3285  
**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  
 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  
**HUNTINGDON 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  
 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 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  
**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 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  
 CCCS of Northeastern PA  
 201 Basin Street  
 Suite 6  
 Williamsport, PA 17701  
 (570) 323-8627  
 Lycom-Clinton 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 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  
 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. Chelton 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  
MONTGOMERY 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 Summit, 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 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  
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. Chelton 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



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) 451-5005  
 610-876-3449  
**PIKE 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  
 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) 437-8050 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 Summit, 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 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  
 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 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  
 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-Cintr 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 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  
 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 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  
 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



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, 21<sup>st</sup> 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.

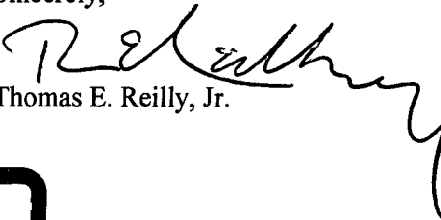
You have thirty (30) days from the date of this Notice to dispute the validity of this debt. If you fail to dispute the validity of this debt within thirty (30) days, we will assume the debt is valid and the amount of the debt is correct. If you notify us in writing that the debt or any portion thereof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

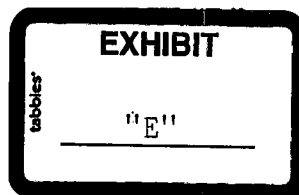
Please note that the thirty (30) day period described above, the Bank is not required to wait thirty (30) days to take any action to enforce its rights to collect the amount owed, including, but not limited to, filing a lawsuit against you. As such, you should expect the Bank to proceed with any such 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.





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



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

21<sup>st</sup> 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 )

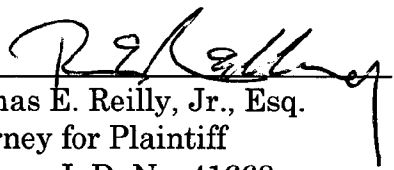
PRAECIPE FOR REINSTATEMENT

TO THE PROTHONOTARY:

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

GROSS MCGINLEY LABARRE & EATON

Date: January 14, 2008

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

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

Att'y pd. 7.00  
m/20430 ICC Att'y  
JAN 18 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
ICC @ 1 Comp 1  
Reinstated  
to Sheriff  
(GK)



# 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

93:100m  
APR 18 2008  
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

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

NO. 2007-2013-CV

vs. )

ROBERT E. MACTAVISH,  
Defendant )

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 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

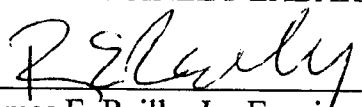
I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

DEC 11 2007

Attest.

  
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**

21 <sup>st</sup> 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, 21<sup>st</sup> 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, 21<sup>st</sup> 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).

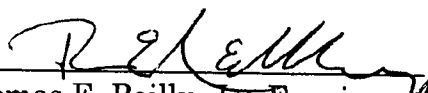
11. As a result of the Defendant's failure to pay the amount demanded in the Act 91 Notice, the following amounts are now due pursuant to the terms of the Contract and Mortgage:

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.

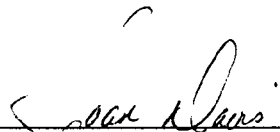
GROSS MCGINLEY LABARRE & EATON

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



**VERIFICATION**

I, Joan Davis, state that I am the Legal Coordinator for 21<sup>st</sup> Mortgage Corporation, Plaintiff in the within action, and as such, I am authorized to make this Verification on behalf of the said 21<sup>st</sup> 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 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 ¾ 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 ¾ 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 , Frenchville  
[Street] [City]

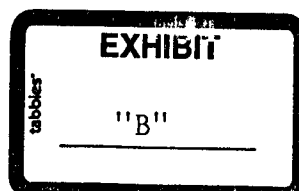
Pennsylvania 16836 ("Property Address");

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 seised 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  
☒ Affixation 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:

[Signature]

Robert E. MacLavish (Seal)  
Borrower Robert E. MacLavish

Social Security Number: 177605707

\_\_\_\_\_  
Borrower (Seal)

Social Security Number: \_\_\_\_\_

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

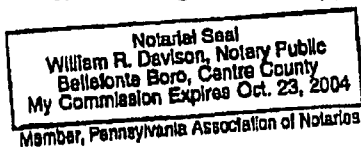
Chase Manhattan Bank USA, N. A.  
c/o CMMC 110 OAKWOOD DR., STE. 200  
WINSTON-SALEM, NC 27103

Signature: \_\_\_\_\_  
Agent on Behalf of Lender

\_\_\_\_\_  
[Space Below This Line For Acknowledgement]

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF Clarke ) ss.:

On this 25<sup>th</sup> day of July, 2002, before me the subscriber personally appeared Robert E. MacLavish (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.



[Signature]  
Notary Public: State of PA  
Qualified in the County of Clarke  
My Commission expires: 10-23-04

\_\_\_\_\_  
[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 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 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.**

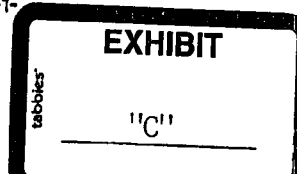
New	2004	Fleetwood	Suncrast 3523J	56 x 24	
New/Used	Year	Manufacturer's Name	Model Name & Model No.	Manufacturer's Serial #	Length x Width

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	Frenchville	Clearfield	PA	16836
Street or Route	City	County	State	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  
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.	56 x 24 Manufacturer's Serial #	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



DATED this July 25, 2003.

Robert E. Macclavish (SEAL)  
Borrower  
Robert E. Macclavish  
Printed Name

[Signature]  
Witness

\_\_\_\_ (SEAL)  
Borrower  
\_\_\_\_  
Printed Name

\_\_\_\_  
Witness

\_\_\_\_ (SEAL)  
Borrower  
\_\_\_\_  
Printed Name

\_\_\_\_  
Witness

\_\_\_\_ (SEAL)  
Borrower  
\_\_\_\_  
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: \_\_\_\_\_  
Agent on Behalf of Lender

COMMONWEALTH OF PENNSYLVANIA }  
COUNTY OF Clarke } ss.:  
Robert E. Macclavish

On this 25<sup>th</sup> day of July, 2003, before me the subscriber personally appeared Robert E. Macclavish (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.

Notarized Seal  
William R. Davidson, Notary Public  
Belvidere Boro, Centre County  
My Commission Expires Oct. 23, 2004  
Member, Pennsylvania Association of Notaries

[Signature]  
Notary Public: State of PA  
Qualified in the County of Clarke  
My Commission expires: 10-23-04

**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 on 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 INMEDITAMENTE 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):  
PROPERTY ADDRESS:**

**Robert E. MacTavish  
1066 VFW Road  
Frenchville, PA 16836  
107335**

**Loan No.:**

**CURRENT LENDER/SERVICER:**

**21<sup>st</sup> 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 21<sup>st</sup> Mortgage Corporation and sent to the address below.

21<sup>st</sup> 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:** 21<sup>ST</sup> 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 INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

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

TO SEEK PROTECTION UNDER THE FEDERAL 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**

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

Maranatha  
43 Philadelphia Avenue  
Waynesboro, PA 17268  
(717) 762-3285

**ALLEGHENY COUNTY**

Acorn Housing of Pittsburgh  
5907 Penn Avenue  
Suite 300

Pittsburgh, PA 15206  
412-441-7240

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.

River Park Commons  
2403 Sidney Street, Suite 400  
Pittsburgh, PA 15203  
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

New Life Community Housing  
Development Corporation  
712 Hawkins Avenue

Braddock, PA 15104  
412-351-4077

Pennsylvania Housing Finance  
Agency

2275 Swallow Hill road  
Bldg 200  
Pittsburgh, PA 15220

(412) 429-2842

Urban League Of Pittsburgh  
Bldg. For Equal Opportunity  
One Smithfield St.

Pittsburgh, PA 15222  
(412) 227-4802

**ARMSTRONG COUNTY**

Armstrong County Community  
Action Agency

124 Armsdale Road  
Suite 211  
Kittanning, PA 16201

(724) 548-3405  
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

**BEAVER 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.  
971 Third Street

Beaver, PA 15009  
888-511-2227

Housing Opportunities Inc.  
133 Seventh Street  
P.O. Box 9

McKeesport, PA 15134  
(412) 664-1906

Housing Opportunities of  
Beaver County

650 Corporation St.  
Suite 207

Beaver, PA 15009  
(724) 728-7511

**BEDFORD COUNTY**

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

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

**BERKS 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

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

**BLAIR 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

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

Keystone Economic Development  
Corp.

1954 Mary Grace Lane  
Johnstown, PA 15901

(814) 535-6556

**BRADFORD COUNTY**

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



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

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. Chelton 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  
Penn del, 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) 451-5005  
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) 664-1806  
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 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



(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-Clntn 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. Chelton 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) 235-6788  
 Phila Council For Community  
 Advmt  
 Budget Counseling Center  
 100 North 17th Street  
 247 North Fifth Street  
 Suite 800  
 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-Clntn 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



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. Cheltenham 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  
Admmt  
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



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  
 Maranatha  
 43 Philadelphia Avenue  
 Waynesboro, PA 17268  
 (717) 762-3285  
**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  
 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  
**HUNTINGDON 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  
 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 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  
**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.  
 801 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 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  
 CCCS of Northeastern PA  
 201 Basin Street  
 Suite 6  
 Williamsport, PA 17701  
 (570) 323-8627  
 Lycom-Clinton Co Comm for  
 Comm Action  
 2138 Lincoln Street  
 P.O. Box 3588  
 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 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  
 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. Chelton 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  
MONTGOMERY 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 Summit, 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 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  
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. Cheltenham 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



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  
Advmt  
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 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  
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) 437-8050 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 Summit, 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 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  
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 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  
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  
 Lycorn-Cintr 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 Countles  
 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 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  
 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 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  
 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



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, 21<sup>st</sup> 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.**

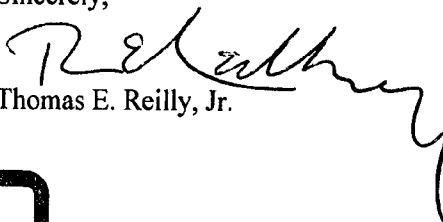
**You have thirty (30) days from the date of this Notice to dispute the validity of this debt. If you fail to dispute the validity of this debt within thirty (30) days, we will assume the debt is valid and the amount of the debt is correct. If you notify us in writing that the debt or any portion thereof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

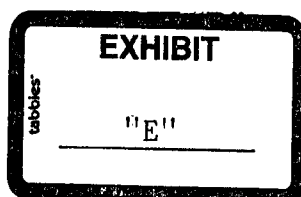
**Please note that the thirty (30) day period described above, the Bank is not required to wait thirty (30) days to take any action to enforce its rights to collect the amount owed, including, but not limited to, filing a lawsuit against you. As such, you should expect the Bank to proceed with any such 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

*0/3:10cm*  
APR 18 2008  
*(S)*

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

\_\_\_\_\_

So Answers,

*Chester A. Hawkins*  
*by Mandy Harris*

Chester A. Hawkins  
Sheriff



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

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

NO. 2007-2013-CD

vs. )

ROBERT E. MACTAVISH,  
Defendant )

) MORTGAGE FORECLOSURE

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.

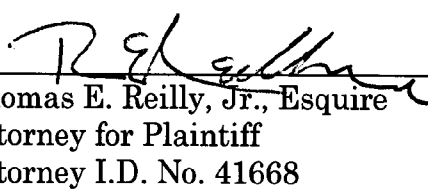
X Assess damages as follows:

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: April 23, 2008

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

FILED  
APR 28 2008  
Att'y pd.  
\$20.00  
rec'd Notice  
to Def.  
William A. Shaw  
Prothonotary/Clerk of Courts  
1000 Statement  
to Atty  
(GK)



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

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

NO. 2007-2013-CD

vs. )

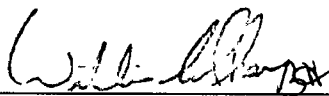
ROBERT E. MACTAVISH,  
Defendant )

) MORTGAGE FORECLOSURE

COPY

( 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. 7<sup>th</sup> Street, PO Box 4060  
Allentown, PA 18105-4060  
(610) 820-5450

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

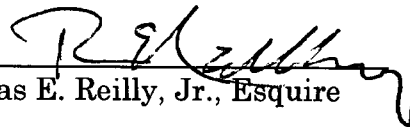


NON-MILITARY AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA        )  
  )       ss:  
COUNTY OF LEHIGH                                )

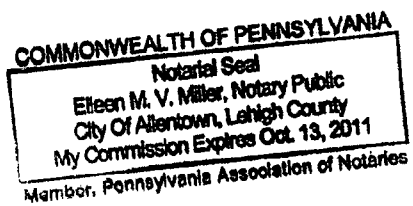
Before me, the undersigned authority, personally appeared Thomas E. Reilly, Jr., Esquire, who being duly sworn according to law, doth depose and say that the Defendant, Robert E. MacTavish was not in the Military or Naval Service, based on the following facts as of the date of this affidavit:

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.

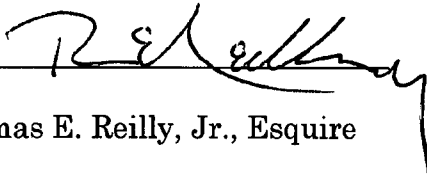
  
\_\_\_\_\_  
Notary Public





CERTIFICATION OF ADDRESSES

I, THOMAS E. REILLY, JR., ESQUIRE, hereby certify that the precise address of the within-named Plaintiff, 21<sup>st</sup> 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



By: Thomas E. Reilly, Jr.  
Thomas E. Reilly, Jr., Esq.  
Attorney for Plaintiff  
Attorney I. D. No. 41668  
33 S. 7<sup>th</sup> 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)

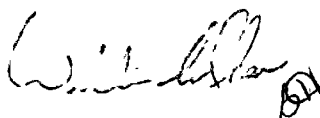
Entry: \$20.00

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

21<sup>st</sup> 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 )

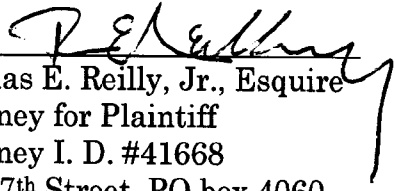
PRAECIPE FOR WRIT OF EXECUTION

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  
MAY 22 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
m/2:05 PM  
1 cc @ b.w. nts  
to Sheriff  
(62)

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



COPY

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

21<sup>st</sup> 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 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 ¾ 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 ¾ inch rebar set at 16.50 feet.

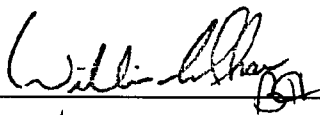
BEING THE SAME PREMISES which Thomas A. Gouge, individual and Diane W. Cheek, individual, by their Deed dated July 24, 2003 and recorded on July 31, 2003 in the Office of the Recorder of Deeds in and for the County of Clearfield at Instrument



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

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

NO. 2007-2013-CD

vs. )

ROBERT E. MACTAVISH,  
Defendant )

MORTGAGE FORECLOSURE

FILED  
MAY 22 2008  
12:01 PM

William A. Shaw  
Prothonotary/Clerk of Courts

1CC Sheriff  
CP

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 Praecipe 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) 21<sup>st</sup> 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) 21<sup>st</sup> 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.



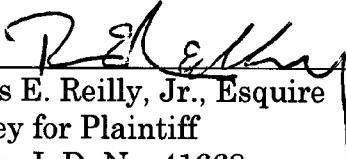
7. There are no other known persons who have any interest in the property which may be affected by the sale.

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 7<sup>th</sup> 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 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 ¾ 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 ¾ 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



08

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

21 <sup>st</sup> 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,

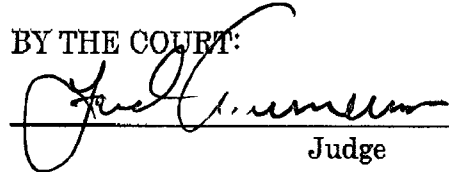
IT IS HEREBY ORDERED that the Sheriff's Sale in the above captioned action which is now scheduled for September 5, 2008 shall be continued until November 7, 2008.

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.  
33 S. 7<sup>th</sup> Street, PO Box 4060  
Allentown, PA 18105-4060

Attorney for Defendant:  
None

BY THE COURT:

  
Judge

019:46B01  
2008

William A. Snow  
Prothonotary/Clerk of Courts  
ICC Atty Linda Lewis  
(delivered motion)

(CL)



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

21 <sup>st</sup> 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       MORTGAGE FORECLOSURE
---	--

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

AND NOW comes the Plaintiff, 21<sup>st</sup> 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.

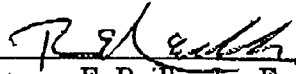
7. Pursuant to PA. R.C.P. 3129.3(a), a sale may not be continued more than twice within one hundred thirty days of the originally scheduled sale date without a special order of court if service upon the Defendant has been made.

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 21<sup>st</sup> Mortgage Corporation, Plaintiff in the within action, and as such, I am authorized to make this Verification on behalf of the said 21<sup>st</sup> 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  
JUDICIAL CLERK/Clerk of Court

DATE: 8/26/08

☒ You are responsible for serving all appropriate parties.

☐ The Probationary'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**

21 <sup>st</sup> 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 5<sup>th</sup> 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 know address of 414 E. Locust Street, Apt. A, Clearfield,  
Pennsylvania 16830.

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

Attorney for Defendant:  
None

BY THE COURT

*Frederick J. Cunningham*

ICC  
m110:5681 Atty Naddeo  
(for Attorney Rully)

William A. Shaw  
Prothonotary/Clerk of Courts

(60)



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

21 <sup>st</sup> 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 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 "2<sup>nd</sup> 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, Karthuas, Clearfield County, PA. A true and correct copy of the 2<sup>nd</sup> 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 know address of 414 E. Locust Street, Apt. A, Clearfield, Pennsylvania 16830.

Respectfully Submitted,

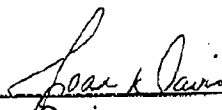


Thomas E. Reilly, Jr., Esquire  
Attorney I. D. No. 41668  
Attorney for Plaintiff



**VERIFICATION**

I, Joan Davis, state that I am the Legal Coordinator for 21<sup>st</sup> Mortgage Corporation, Plaintiff in the within action, and as such, I am authorized to make this Verification on behalf of the said 21<sup>st</sup> 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

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: /

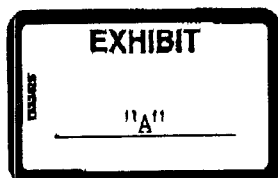
## Return Costs

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.

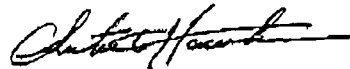
SERVED BY: HUNTER / DEHAVEN

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 &amp; 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:

TITLE:

WHERE SERVED / POSTED (ADDRESS):

DEFENDANT(S): RESIDENCE EMPLOYMENT

SIGNATURE OF PERSON SERVED:

DATE:

ATTEMPTS: 6-17-08

NOT WORKING TODAY

6-25/08 N/A

6-30/08

7/3/08 N/A

Called NOT WORKING 7-16-08

N/A 7-16-08 7/8/08

7/31/08 @ home

8/5/08 spoke to work they said he was  
on long term sick. He's not answering  
@ home address.

SPECIAL DIRECTIONS:

NO 07-2013-CD  
ROBERT E. MACTAVISH

SERVED, POSTED OR LEVIED ON BY:

NOTES:

EXHIBIT



MALCOLM J. GROSS  
PAUL A. MCGINLEY  
HOWARD S. STEVENS  
DONALD L. LEBARRE, 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  
KIMBERLY G. KRUPKA

**GROSS**  
**McGINLEY**  
ATTORNEYS AT LAW

[www.grossmcginley.com](http://www.grossmcginley.com)

Please reply to:  
Allentown Office

Thomas E. Reilly, Jr.

Direct Dial Number 610/871-1321

[treilly@grossmcginley.com](mailto:treilly@grossmcginley.com)

August 21, 2008

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. KEEHN  
MICHAEL J. PIOSA

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

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:** 21<sup>st</sup> 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).

33 South Seventh Street, P.O. Box 4080, Allentown, PA, 18105-4080 Telephone 610/820-5450 Fax 610/820-

717 Washington Street, Easton, PA 18042 Telephone 610/258-1506 Fax 610/258-0701





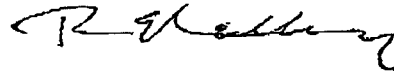
POSTMASTER

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:



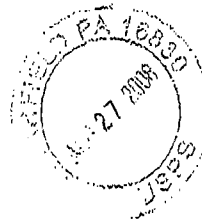
Thomas E. Reilly, Jr., Esquire

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 2008DRIVER: ROBERT E MACTAVISH  
414 E LOCUST ST APT A  
CLEARFIELD, PA 16830DRIVER LICENSE NO : 22415194  
DATE OF BIRTH : OCT 11 1970  
SEX : MALE  
RECORD TYPE : REG LICENSEDRIVER 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 \*\*\*



TOTAL P.002



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

21 <sup>st</sup> 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	)	

## 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.

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

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

vs.

ROBERT E. MACTAVISH,

NO. 2007-2013-CD

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

2cc  
01/25/2008  
NOV 0 2008  
Any Lewis

William A. Shaw  
Prothonotary/Clerk of Courts



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

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

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

AND NOW comes the Plaintiff, 21<sup>st</sup> 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.

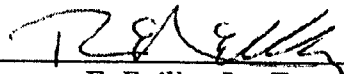
8. Pursuant to PA. R.C.P. 3129.3(a), a sale may not be continued more than twice within one hundred thirty days of the originally scheduled sale date without a special order of court if service upon the Defendant has been made.

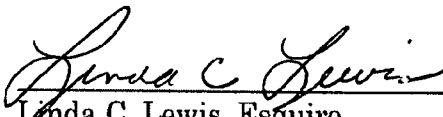
9. Plaintiff requests a Special Order of Court to continue the November 7, 2008 Sheriff's Sale on the Premises until December 5, 2008 without the filing of a new writ of execution, to allow the Plaintiff additional time to notify the new judgment creditors of the Notice of the Sheriff's Sale as required 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

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

NO. 2007-2013-CD

vs. )

ROBERT E. MACTAVISH,  
Defendant )

) MORTGAGE FORECLOSURE  
)  
)

ORDER

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

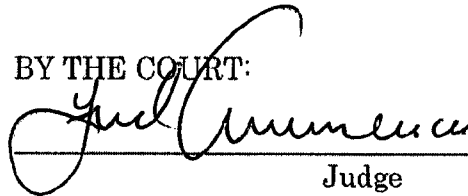
IT IS HEREBY ORDERED that the Sheriff's Sale in the above captioned action  
which is now scheduled for November 7, 2008 shall be continued until December 5, 2008.

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. 7<sup>th</sup> Street, PO Box 4060  
Allentown, PA 18105-4060

Attorney for Defendant:  
None

BY THE COURT:

  
Judge

FILED 2cc  
01/25/34 Amy Lewis  
NOV 0 2008  
S William A. Shaw 1cc Sheriff  
Prothonotary/Clerk of Courts without  
memo  
Gll



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 0 2008

William A. Shaw  
Prothonotary/Clerk of Court



UN

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

21<sup>st</sup> 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:

MOTION AND ORDER  
Filed on behalf of:  
Plaintiff

Counsel of Record for  
this party:

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

09:15 BOV NOV 1 2008 NOCC 610  
William A. Shaw  
Prothonotary/Clerk of Courts



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

21 <sup>st</sup> 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, 21<sup>st</sup> 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.

1C. 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, Esquire  
Attorney I. D. No. 80478  
Local Counsel for Plaintiff



UA

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

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

NO. 2007-2013-CD

vs. )

) MORTGAGE FORECLOSURE

ROBERT E. MACTAVISH,  
Defendant )

ORDER

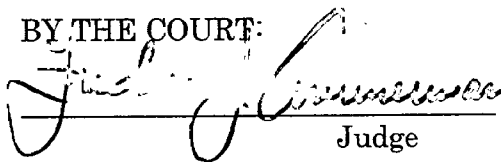
AND NOW, this 19<sup>th</sup> day of November, 2008, upon consideration of the  
attached Motion to Amend Order Continuing Sheriff's Sale of Real Property through Mortgage  
Foreclosure,

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. 7<sup>th</sup> Street, PO Box 4060  
Allentown, PA 18105-4060

Attorney for Defendant:  
None

BY THE COURT:

  
Judge

REC  
11/19/08  
11/19/08  
2008  
Att. Lewis  
(will serve)

William A. Shaw  
Notary/Clerk of Court (GC)



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

21<sup>st</sup> 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

NOCC.

0/3:45LM  
DEC 04 2008

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**

21 <sup>st</sup> 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 )	

**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 Praecipe 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) 21<sup>st</sup> 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) 21<sup>st</sup> 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.

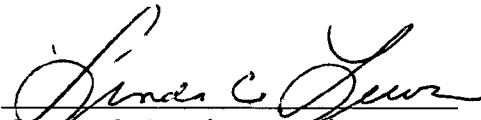
GROSS MCGINLEY LLP



Dated: Dec. 4, 2008

---

Thomas E. Reilly, Jr., Esquire  
Attorney for Plaintiff  
Attorney I. D. No. 41668  
33 S 7<sup>th</sup> 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 ¾ 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 ¾ 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"**



RECEIVED  
CLERK OF COURTS

DEC 04 2008

William A. Shaw  
Prothonotary/Clerk of Courts

~~DEC 04 2008~~

~~William A. Shaw  
Prothonotary/Clerk of Courts~~



5. NoCC.

0/3:35cm  
DEC 04 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.**

Prothonotary/  
Clerk of Courts



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

21<sup>st</sup> 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 3<sup>rd</sup> 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.

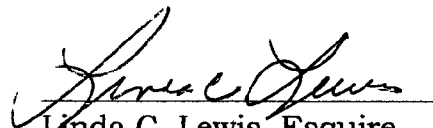
Arrow Financial Services LLC  
PO Box C3800  
Southeastern, PA 19398

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

GROSS MCGINLEY, LLP



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



Linda C. Lewis, Esquire  
Attorney I. D. No. 80478  
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 MANHATAN BANK, USA

vs.

DEFENDANT: ROBERT E. MACTAVISH

Execution REAL ESTATE

0/2:01:30  
JAN 02 2009  
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 MANHATAN 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

\_\_\_\_\_ Day of \_\_\_\_\_ 2009

So Answers,



Chester A. Hawkins  
Sheriff



21ST MORTGAGE CORPORATION, SUCCESSOR TO VANDERBILT MORTGAGE AND FINANCE INC., ASSIGNEE OF  
CHASE MANHATAN 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 UNCALIMED 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.

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

21 <sup>st</sup> MORTGAGE CORPORATION, successor) to Vanderbilt Mortgage and Finance Inc., ) Assignee of Chase Manhattan Bank, USA ) Plaintiff ) ) vs. ) )	NO. 2007-2013-CD   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 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 ¾ 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 ¾ 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

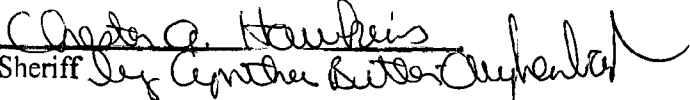
Amount Due	\$ 70,116.20
Interest from 4/21/08 to Date of Sale at (\$16.70/day)	\$
Taxes	\$
(Costs to be Added)	\$ <u>132.00</u> Prothonotary costs
TOTAL	\$ _____

  
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



**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	15.00
SERVICE	15.00
MILEAGE	23.23
LEVY	15.00
MILEAGE	16.16
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	
<b>TOTAL SHERIFF COSTS</b>	<b>\$816.85</b>

**DEED COSTS:**

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

**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	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$73,476.20</b>

**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	
<b>TOTAL COSTS</b>	<b>\$2,389.15</b>

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 ELLIS WILD\*  
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](http://www.grossmcginley.com)

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

July 9, 2008

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. KEEHN  
MICHAEL J. PIOSA

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

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

Re: 21<sup>st</sup> 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 Kacsur at 610-871-1337.

Very truly yours,

Thomas E. Reilly, Jr.

jlk

W. WILSON GILBERT, ESQ. vs. MACTAVISH, DEPOSIT D.D.





CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



7006 0810 0001 4507 3961

NOTICE  
9/16/08

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

☐ INSUFFICIENT ADDRESS

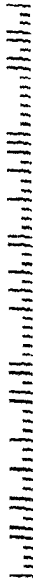
NOTICE

NIXIE 155 CC 1 72 10/03/08

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

EC: 155300247201 \*2343-01970-15-38

15530002472



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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

0810 0001 4507 3961

Postage	\$ 5.49
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.49



Sent To

ROBERT E. MACTAVISH  
Street, Apt. No.,  
or PO Box No. 414 E. LOCUST STREET, APT A  
City, State, ZIP+4 CLEARFIELD, PA 16830

PS Form 3800, June 2002 See Reverse for Instructions



**CERTIFIED MAIL**

NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

**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  
414 E. LOCUST STREET, APT A  
CLEARFIELD, PA 16830

**2. Article Number**

(Transfer from service label)

7006 0810 0001 4507 3961

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

☐ Agent

☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

☐ Yes

☐ No

If YES, enter delivery address below:

**3. Service Type**

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

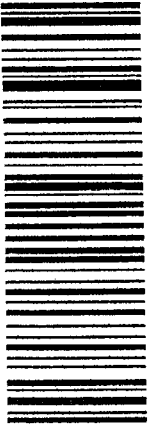
☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes





7006 0810 0001 4507 3879

6/11/08  
CHESTER A. HAWKINS  
SHERIFF



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

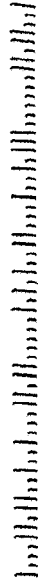
1st Notice - 9-25  
2nd Notice - 10-4-08  
Return

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

NIXIE 937 DE 1 00 10/09/08  
RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 16930247201 \*1173-10231-15-38

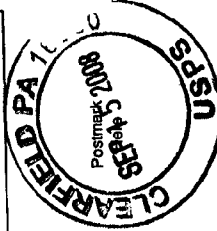
33756-2360 2472



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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

Postage	\$ 59
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 5.49</b>



Sent To  
 Street, Apt. No., PO Box No. 1500 LAUREL CIRCLE  
 City, State, ZIP+4 CLEARWATER, FL 33756-2360

PS Form 3800, June 2002 See Reverse for Instructions

7006 0810 0001 4507 3879





**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 ☒ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type ☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(Transfer from service label)

7006 0810 0001 4507 3879

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



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

21 <sup>st</sup> 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.  
33 S. 7<sup>th</sup> Street, PO Box 4060  
Allentown, PA 18105-4060

Attorney for Defendant:  
None

BY THE COURT:  
/S/ Fredric J Ammerman

Judge

I hereby certify that to be a true and correct copy of the original document filed herein.

AUG 26 2008

Attest

*[Signature]*  
Clerk of Court



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

21 <sup>st</sup> 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 5<sup>th</sup> 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 know address of 414 E. Locust Street, Apt. A, Clearfield,  
Pennsylvania 16830.

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

Attorney for Defendant:  
None

BY THE COURT:  
/S/ Fredric J Ammerman  
J.

I hereby certify that this is a true  
and correct copy of the original  
statement filed in this case.

SEP 08 2008

Attest.

*[Signature]*  
Prothonotary/  
Clerk of Courts



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

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

NO. 2007-2013-CD

vs. )

ROBERT E. MACTAVISH,  
Defendant )

) MORTGAGE FORECLOSURE  
)  
)

ORDER

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

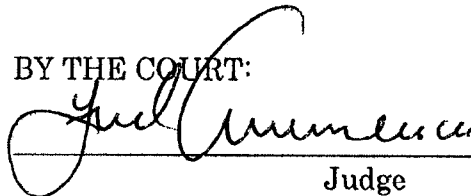
IT IS HEREBY ORDERED that the Sheriff's Sale in the above captioned action  
which is now scheduled for November 7, 2008 shall be continued until December 5, 2008.

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. 7<sup>th</sup> Street, PO Box 4060  
Allentown, PA 18105-4060

Attorney for Defendant:  
None

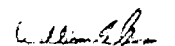
BY THE COURT:

  
Judge

I hereby certify this to be a true  
and attested 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

21<sup>st</sup> 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 19<sup>th</sup> 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. 7<sup>th</sup> Street, PO Box 4060  
Allentown, PA 18105-4060

Attorney for Defendant:  
None

BY THE COURT:  
/S/ Fredric J Ammerman

Judge

FILED  
NOV 19 2008  
CLERK OF COURT

NOV 19 2008

Attest

CLERK OF COURT  
CLEARFIELD COUNTY, PA