

08-121-CD

Household Fin vs Craig Bartosh

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496
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Attorneys for Plaintiff

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Philadelphia, Pennsylvania 19109
(215) 790-1010

Household Finance Consumer
Discount Company
5701 East Hillsborough Avenue
Tampa, FL 33610

v.

Craig Martin Bartosh
644 Church Street
Morrisdale, PA 16858

Clearfield County
Court of Common Pleas

Number 08-121-CD

CIVIL ACTION/MORTGAGE FORECLOSURE

FILED pd \$95.00 Att
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William A. Shaw
Prothonotary/Clerk of Courts

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

Dave Meholic
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA, 16830
814-765-2641 x 5982

AVISO

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

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMACION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGUN HONORARIO.

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CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Household Finance Consumer Discount Company, a corporation duly organized and doing business at the above captioned address.

2. The Defendant is Craig Martin Bartosh, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is 644 Church Street, Morrisdale, PA 16858.

3. On 09/01/1999, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to First Indiana Bank which mortgage is recorded in the Office of the Recorder of Clearfield County as Instrument Number 199914985.

4. On 12/05/2002, the aforesaid mortgage was thereafter assigned by First Indiana Bank to Mortgage Electronic Registration Systems, Inc., by Assignment of Mortgage recorded in the Office of the Recorder of Clearfield County as Instrument Number 200219564.

5. The aforesaid mortgage was thereafter assigned by Mortgage Electronic Registration Systems, Inc. To Household Finance Consumer Discount Company, Plaintiff herein, by Assignment of Mortgage which will be duly recorded in the Office of the Recorder of Clearfield County.

6. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as P.O. Box 263 Church Street n/k/a 644 Church Street, Morrisdale, PA 16858, Parcel # 124-Q10-571-21.

7. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 10/07/2007 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

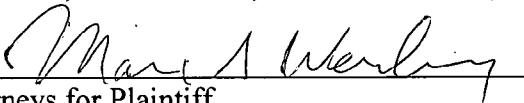
8. The following amounts are due on the mortgage:

Principal Balance	\$ 42,387.85
Interest through 01/14/2008 (Plus \$ 13.92 per diem thereafter)	\$ 5,519.99
Attorney's Fee	\$ 1,250.00
Late Charges	\$ 709.31
Corporate Advances	<u>\$ 1,247.93</u>
 GRAND TOTAL	 \$ 51,115.08

9. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by regular mail with a certificate of mailing and by certified mail, return receipt requested.

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$51,115.08, together with interest at the rate of \$13.92 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

McCABE, WEISBERG, AND CONWAY, P.C.

BY: 
Attorneys for Plaintiff

**TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE**

VERIFICATION

The undersigned attorney hereby certifies that he/she is the Attorney for the Plaintiff in the within action, and that he/she is authorized to make this verification and that the foregoing facts based on the information from the Plaintiff, who is not available to sign this, are true and correct to the best of his/her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

McCABE, WEISBERG, AND CONWAY, P.C.

BY: _____

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIR, ESQUIRE

L. STARCK
 LAND RECORDER
 CLEARFIELD COUNTY, PA
 15214
 1914985
 RECORDED ON
 12/18/98 1:41 PM
 RECORD FEE - \$19.00
 COL. IMPROVEMENT \$1.00
 RECORD IMPROVEMENT FUND \$1.00
 STATE WRIT TAX \$0.50
 TOTAL \$21.50
 Real Estate

Q631Y-313011-HH

(Space Above this Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 1, 1999
 The mortgagor is CRAIG MARTIN BARTOSH ("Borrower").
 This Security Instrument is given to FIRST INDIANA BANK, which is organized and
 existing under the laws of THE UNITED STATES OF AMERICA, and whose address is
 135 N. PENNSYLVANIA STREET INDIANAPOLIS, IN 46204 ("Lender"). Borrower owes Lender the
 principal sum of Forty Two Thousand Eight Hundred and 00/100
 Dollars (U.S. \$ 42800.00). 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 September 7, 2029. 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:

ALL THAT CERTAIN PARCEL OF LAND AND IMPROVEMENTS
 THEREON SITUATE IN MORRIS TOWNSHIP, CLEARFIELD COUNTY,
 PENNSYLVANIA AND DESIGNATED AS PARCEL NO.
 124-Q10-571-21 AND MORE FULLY DESCRIBED IN A DEED
 DATED 04/14/1998 AND RECORDED IN CLEARFIELD COUNTY
 DEED/RECORD BOOK VOLUME 1925, PAGE 302.

Exhibit A

which has the address of POBOX263 CHURCH STREET
 [Street]
 Pennsylvania 16858 ("Property Address");
 [Zip Code]

MORRISDALE
 [City]

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. § 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. Borrowers 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 Judgement. 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 type="checkbox"/> Other(s) [specify] | | |

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:

X Matthew R. McCloskey

X Craig Martin Bartosh (Seal)
CRAIG MARTIN BARTOSH -Borrower

Social Security Number _____

X _____

X _____ (Seal)
-Borrower

Social Security Number _____

Centre County ss:

STATE OF Pennsylvania

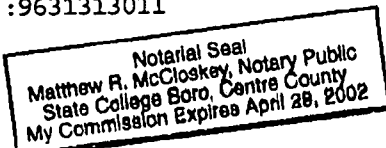
On this day personally appeared before me
to me known to be the individual described in and who executed the within and foregoing
instrument and acknowledged that signed the same as free and voluntary act and deed, for the uses
and purposes therein mentioned.

Given under my hand and official seal this

15 day of September, 1999

PREPARED BY: SHELLEY ALFORD-FIRST INDIANA BANK

ACCOUNT NO.: 9631313011



Matthew R. McCloskey
Notary Public in and for the state of _____, residing at _____
My appointment expires: _____

Form 3039 9/90 (page 7 of 7 pages)

McCABE, WEISBERG, CONWAY, P.C.
BY: Andrew L. Markowitz, Esquire
Identification Number 28009
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

FILED

APR 11 2008

W/12:15/08
William A. Shaw
Prothonotary/Clerk of Courts
No C/C

HOUSEHOLD FINANCE
CONSUMER DISCOUNT COMPANY

COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

v.

CRAIG MARTIN BARTOSH

NO. 08-121- CD

MOTION PURSUANT TO RULE 405(a) Pa. R. C. P.
FOR AN ORDER DIRECTING SHERIFF'S OFFICE
TO FILE A RETURN OF SERVICE

Plaintiff, HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY, by and through its attorneys, hereby moves, pursuant to Rule 405 (a) of the Pennsylvania Rules of Civil Procedure, for an Order directing the Office of the Sheriff of Clearfield County, its officers, deputies and agents, to complete and file with the Prothonotary of Clearfield County a return of service in this matter, and in support thereof avers as follows:

1. On January 25, 2008, plaintiff commenced this action in mortgage foreclosure against defendant CRAIG MARTIN BARTOSH, mortgagor and last owner of record of the subject property located at 644 Church Street, Morrisdale, PA 16858.

2. Subsequently, on January 31, 2008, personal service of plaintiff's Complaint was made on defendant CRAIG MARTIN BARTOSH at the mortgaged premises at 644 Church Street, Morrisdale, PA 16858.

3. Counsel for plaintiff was subsequently advised by the Sheriff's office by telephone that such personal service had been completed as set forth above.

4. Notwithstanding such service, the Sheriff's office has failed to file with the Office of the Prothonotary a return of service for such service and counsel for plaintiff was further advised by telephone inquiry to the Office of the Prothonotary on April 10, 2008 that still no return of service for such service has been docketed as of such date.

5. The Office of the Prothonotary has further advised plaintiff's counsel that the Prothonotary will not enter any default judgment in favor of plaintiff in this matter in the absence of such return of service being filed with the Prothonotary by the Sheriff's office.

6. The failure of the Sheriff's office to complete and file a return of service with the Prothonotary's office for such service has precluded plaintiff from proceeding any further in this matter to enforce its rights under the subject mortgage.

7. Accordingly, plaintiff hereby requests the Court to enter an Order directing the Office of the Sheriff, its officers, deputies and agents, to complete and file with the Prothonotary a return of service for such service completed on or about January 31, 2008 to enable plaintiff to proceed with further proceedings in this matter.

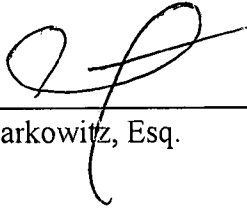
WHEREFORE, Plaintiff requests this Honorable Court to grant Plaintiff's Motion For An Order Directing Sheriff's Office to File a Return of Service and to enter an Order directing the Office of the Sheriff to file with the Prothonotary forthwith a return of service for the service made on defendant as set forth above.



ANDREW L. MARKOWITZ, ESQUIRE
Attorneys for Plaintiff

VERIFICATION

The undersigned, Andrew L. Markowitz, Esquire, does hereby certify that he is counsel for HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY, Plaintiff in the above matter; and that he is authorized to make this verification on its behalf and does so with personal knowledge thereof, and that the facts as set forth in the foregoing Motion For An Order Directing Sheriff's Office to File Return of Service are true and correct to the best of his knowledge, information and belief, and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.



Andrew L. Markowitz, Esq.

Dated: April 10, 2008

McCABE, WEISBERG, CONWAY, P.C.
BY: Andrew L. Markowitz, Esquire
Identification Number 28009
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

HOUSEHOLD FINANCE
CONSUMER DISCOUNT COMPANY

v.

CRAIG MARTIN BARTOSH

COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

NO. 08-121- CD

MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S
MOTION FOR AN ORDER DIRECTING SHERIFF TO
FILE A RETURN OF SERVICE

Pursuant to Rule 405 (a) of the Pennsylvania Rules of Civil Procedure,

When service of original process has been made the sheriff ...
shall make a return of service forthwith.

And, as this Rule further provides in paragraph (e):

The return of service or of no service shall be filed with the
prothonotary.

In this instance, the sheriff's office has advised plaintiff's counsel by telephone that service of plaintiff's complaint was completed on defendant Craig Martin Bartosh by personal service at the mortgaged premises on January 31, 2008. Notwithstanding that such service has been

completed, however, the sheriff's office has failed to file with the Prothonotary the necessary return of service as required by Rule 405 Pa. R. C. P. and as a result plaintiff is unable to proceed with the filing of a judgment by default against defendant herein.

It is submitted therefore that plaintiff's Motion For An Order Directing Sheriff's Office to File Return of Service in this matter should be granted and the Sheriff's office should be directed to file with the Prothonotary's office forthwith a return of service as required by Rule 405 Pa. R. C. P. setting forth the completion of service on defendant by personal service made on or about January 31, 2008.

An appropriate form of Order is attached hereto.



ANDREW L. MARKOWITZ, ESQUIRE
Attorneys for Plaintiff

McCABE, WEISBERG, CONWAY, P.C.

BY: Andrew L. Markowitz, Esquire

Attorney for Plaintiff

Identification Number 28009

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

HOUSEHOLD FINANCE
CONSUMER DISCOUNT COMPANY

COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

v.

CRAIG MARTIN BARTOSH

NO. 08-121- CD

CERTIFICATE OF SERVICE

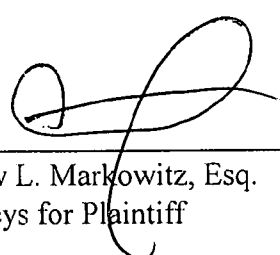
I, Andrew L. Markowitz, Esquire, Attorney for Plaintiff, hereby certifies that a true and correct copy of the foregoing Motion For An Order Directing Sheriff's Office to File Return of Service was served on the following persons on the 10th day of April, 2008 by depositing same in the United States mail, first-class, postage pre-paid, addressed as follows:

Craig Martin Bartosh
Box 263
Morrisdale, PA 16858

Office of the Sheriff
Clearfield County Courthouse
One North Second Street
Clearfield, PA 16830

Craig Martin Bartosh
644 Church Street
Morrisdale, PA 16858

DATE: April 10, 2008



Andrew L. Markowitz, Esq.
Attorneys for Plaintiff

JA

McCABE, WEISBERG, CONWAY, P.C.
BY: Andrew L. Markowitz, Esquire
Identification Number 28009
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

HOUSEHOLD FINANCE
CONSUMER DISCOUNT COMPANY

COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

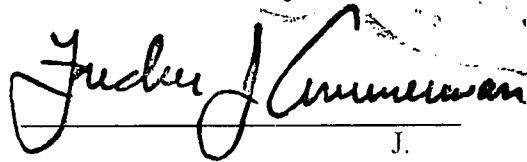
v.

CRAIG MARTIN BARTOSH

NO. 08-121- CD

ORDER

AND NOW, this 14th day of APRIL, 2008, upon due consideration of Plaintiff's Motion For an Order Directing Sheriff's Office to File Return of Service pursuant to Rule 405 (a) Pa. R. C. P., and any response thereto, it is hereby ORDERED and DECREED that Plaintiff's Motion is hereby GRANTED and the Sheriff of Clearfield County, his officers, deputies and agents, be and are hereby directed to proceed forthwith with the filing with the Office of the Prothonotary a return of service setting forth the completion of service made on defendant in this matter on or about January 31, 2008. **within no more than 5 days from the date of this Order.**


J.

FILED

0 1:15 PM GK
APR 14 2008

William A. Shaw
Prothonotary/Clerk of Courts

1 CC Sheriff (without memo)
3 CC ATTY Weisberg
Markowitz

(GK)

DATE: 4-14-08

☒ 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:

FILED

APR 14 2008

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103678
NO: 08-121-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY
vs.
DEFENDANT: CRAIG MARTIN BARTOSH

SHERIFF RETURN

NOW, January 31, 2008 AT 10:05 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CRAIG MARTIN BARTOSH DEFENDANT AT RESIDENCE PO BOX 263 CHURCH ST. nka 644 CHURCH ST, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CRAIG MARTIN BARTOSH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

FILED
018:5134
APR 15 2008
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	MCCABE	12049	10.00
SHERIFF HAWKINS	MCCABE	12049	31.13

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,

Chester A. Hawkins
by Marilyn Hann
Chester A. Hawkins
Sheriff

FILED Atty. pd.
m/d: 13/87 \$20.00
APR 24 2008 ICC Notice
William A. Shaw to Def.
Prothonotary/Clerk of Courts
Statement to
Atty
CR

McCABE, WEISBERG AND CONWAY, P.C.

BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**

Attorneys for Plaintiff

MARC S. WEISBERG, ESQUIRE - ID # 17616

EDWARD D. CONWAY, ESQUIRE - ID # 34687

MARGARET GAIRO, ESQUIRE - ID # 34419

FRANK DUBIN, ESQUIRE - ID # 19280

ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009

KEVIN DISKIN, ESQUIRE - ID # 86727

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

Household Finance Consumer Discount Company
Plaintiff

v.

Craig Martin Bartosh

Defendant

COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

Number 08-121-CD

PRAECIPE FOR ENTRY OF JUDGMENT BY DEFAULT

TO THE PROTHONOTARY:

Kindly enter judgment by default in favor of Plaintiff and against Defendant, Craig Martin Bartosh in the above-captioned matter for failure to answer Complaint as required by Pennsylvania Rules of Civil Procedure and assess damages as follows:

Principal	\$	51,115.08	
Interest from 01/15/08 to 04/24/08	\$	1,405.92	
@ \$13.92 per diem			
Costs	\$		
Total	\$	52,521.00	(plus costs and interest)

DATE: April 23, 2008

McCABE, WEISBERG, AND CONWAY, P.C.

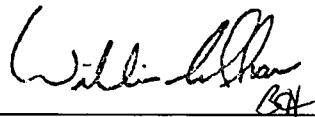
BY:

Attorneys for Plaintiff

ANDREW L. MARKOWITZ, ESQUIRE

AND NOW, this 24th day of April, 2008, Judgment is entered in favor of Plaintiff, Household Finance Consumer Discount Company, and against Defendant, Craig Martin Bartosh, and damages are assessed in the amount of \$52,521.00, plus interest and costs.

BY THE PROTHONOTARY:



McCABE, WEISBERG AND CONWAY, P.C.

BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIR, ESQUIRE - ID # 34419
FRANK DUBIN, ESQUIRE - ID # 19280
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009
KEVIN DISKIN, ESQUIRE - ID # 86727

Attorneys for Plaintiff

123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Household Finance Consumer Discount Company
Plaintiff

v.

Craig Martin Bartosh
Defendant

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

Number 08-121-CD

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA : SS.

COUNTY OF CLEARFIELD :

The undersigned, being duly sworn according to law, deposes and says that the Defendant, Craig Martin Bartosh, is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended; and that the Defendant, Craig Martin Bartosh, is over eighteen (18) years of age, and resides as follows:

Craig Martin Bartosh
644 Church Street
Morrisdale, Pennsylvania 16858

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 23rd DAY
OF APRIL, 2008


NOTARY PUBLIC
COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Susan J. Markowitz, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Feb. 13, 2011
Member, Pennsylvania Association of Notaries

McCABE, WEISBERG, AND CONWAY, P.C.

BY: 
Attorneys for Plaintiff
ANDREW L. MARKOWITZ, ESQUIRE

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419
FRANK DUBIN, ESQUIRE - ID # 19280
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009
KEVIN DISKIN, ESQUIRE - ID # 86727

Attorneys for Plaintiff

123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Household Finance Consumer Discount Company
Plaintiff

v.

Craig Martin Bartosh
Defendant

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 08-121-CD

AFFIDAVIT OF LAST-KNOWN MAILING ADDRESS OF DEFENDANT

The undersigned, attorney for the Plaintiff in the within matter, being duly sworn according to law, hereby depose and say that the last-known mailing address of the Defendant is:

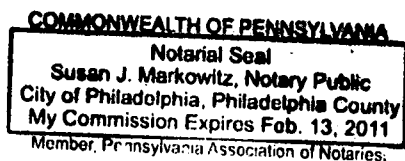
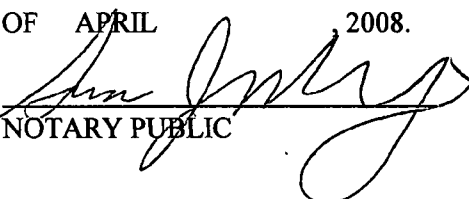
Craig Martin Bartosh
644 Church Street, PO Box 263
Morrisdale, Pennsylvania 16858

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 23rd DAY

OF APRIL 2008.

NOTARY PUBLIC



McCABE, WEISBERG, AND CONWAY, P.C.

BY: _____

Attorneys for Plaintiff
TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE
FRANK DUBIN, ESQUIRE
ANDREW L. MARKOWITZ, ESQUIRE
KEVIN DISKIN, ESQUIRE

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496

MARC S. WEISBERG, ESQUIRE - ID # 17616

EDWARD D. CONWAY, ESQUIRE - ID # 34687

MARGARET GAIRO, ESQUIRE - ID # 34419

FRANK DUBIN, ESQUIRE - ID # 19280

ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009

KEVIN DISKIN, ESQUIRE - ID # 86727

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

Attorneys for Plaintiff

Household Finance Consumer Discount Company

Plaintiff

v.

Craig Martin Bartosh

Defendant

**COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY**

Number 08-121-CD

CERTIFICATION

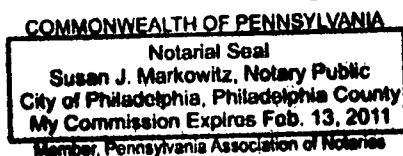
The undersigned hereby certifies that he is the attorney for Plaintiff, being duly sworn according to law, deposes and says that he deposited in the United States Mail a letter notifying the Defendant that judgment would be entered against him/her within ten (10) days from the date of said letter in accordance with Rule 237.5 of the Pennsylvania Rules of Civil Procedure. A copy of said letter is attached hereto and marked as Exhibit "A".

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 23rd DAY

OF APRIL, 2008.

NOTARY PUBLIC



McCABE, WEISBERG, AND CONWAY, P.C.

BY:

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

FRANK DUBIN, ESQUIRE

ANDREW L. MARKOWITZ, ESQUIRE

KEVIN DISKIN, ESQUIRE

**OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
Clearfield County Courthouse, Clearfield, Pennsylvania 16830**

**William A. Shaw
Prothonotary**

February 26, 2008

To: Craig Martin Bartosh
644 Church Street
Morrisdale, Pennsylvania 16858

Household Finance Consumer Discount
Company

vs.

Craig Martin Bartosh

Clearfield County
Court of Common Pleas

Number 08-121-CD

**NOTICE, RULE 237.5
NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT**

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

Dave Meholic
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, Pennsylvania 16830
814-765-2641

NOTIFICACION IMPORTANTE

USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER PRESENTADO UNA COMPARECENCIA ESCRITA, YA SEA PERSONALMENTE O POR ABOGADO Y POR NO HABER RADICADO POR ESCRITO CON ESTE TRIBUNAL SUS DEFENSAS U OBJECIONES A LOS RECLAMOS FORMULADOS EN CONTRA SUYO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE DIEZ (10) DIAS DE LA FECHA DE ESTA NOTIFICACION, EL TRIBUNAL PODRA, SIN NECESIDAD DE COMPARECER USTED EN CORTE U OIR PREUBA ALGUNA, DICTAR SENTENCIA EN SU CONTRA Y USTED PODRIA PERDER BIENES U OTROS DERECHOS IMPORTANTES.

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMACIÓN ACERCA DE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMACIÓN ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGÚN HONORARIO.

Dave Meholic
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, Pennsylvania 16830
814-765-2641

McCABE, WEISBERG, AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

VERIFICATION

The undersigned hereby certifies that he is the attorney for the Plaintiff in the within action and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. Section 4909 relating to unsworn falsification to authorities.

DATE: April 23, 2008

McCABE, WEISBERG, AND CONWAY, P.C.

BY: _____

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIR, ESQUIRE

FRANK DUBIN, ESQUIRE

ANDREW L. MARKOWITZ, ESQUIRE

KEVIN DISKIN, ESQUIRE

**OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
Clearfield County Courthouse
Clearfield, Pennsylvania 16830**

COPY

Prothonotary

To: Craig Martin Bartosh
644 Church Street
Morrisdale, Pennsylvania 16858

Household Finance Consumer Discount
Company

Plaintiff

v.

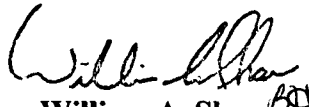
Craig Martin Bartosh
Defendant

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No. 08-121-CD

NOTICE

Pursuant to Rule 236, you are hereby notified that a JUDGMENT has been entered in the
above proceeding as indicated below.


William A. Shaw
Prothonotary

4/24/08

- ☒ Judgment by Default
☐ Money Judgment
☐ Judgment in Replevin
☐ Judgment for Possession

If you have any questions concerning this Judgment, please call McCabe, Weisberg and Conway,
P.C. at (215) 790-1010.

**OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
Clearfield County Courthouse
Clearfield, Pennsylvania 16830**

COPY

Prothonotary

To: Craig Martin Bartosh
644 Church Street
PO Box 263
Morrisdale, Pennsylvania 16858

Household Finance Consumer Discount
Company

Plaintiff

v.


Craig Martin Bartosh
Defendant

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No. 08-121-CD

NOTICE

Pursuant to Rule 236, you are hereby notified that a JUDGMENT has been entered in the
above proceeding as indicated below.

 4/24/08
William A. Shaw
Prothonotary

- ☒ Judgment by Default
☐ Money Judgment
☐ Judgment in Replevin
☐ Judgment for Possession

If you have any questions concerning this Judgment, please call McCabe, Weisberg and Conway,
P.C. at (215) 790-1010.

COPY

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

Household Finance Consumer Discount
Company
Plaintiff(s)

No.: 2008-00121-CD

Real Debt: \$52,521.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Craig Martin Bartosh
Defendant(s)

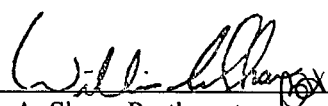
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 24, 2008

Expires: April 24, 2013

Certified from the record this 24th 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

FILED Any pd. \$2000
m/2/24/08
APR 24 2008
w/prop. desc.
to Sheriff
William A. Shaw
Prothonotary/Clerk of Courts
(12)

**PRAECIPE FOR WRIT OF EXECUTION (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 TO 3183**

Household Finance Consumer Discount Company
5701 East Hillsborough Avenue
Tampa, Florida 33610

Plaintiff

v.

Craig Martin Bartosh
644 Church Street
Morrisdale, Pennsylvania 16858
Defendant

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

No. _____ Term _____ E.X.

No. _____ Term _____ D.S.B.

No. 08-121-CD Term _____ J.D.

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter

Amount Due \$ 52,521.00

Interest from 04/25/08 to DATE OF SALE \$
@ \$8.63 per diem

(Costs to be added) \$

Total \$ _____ (plus costs)

Prothonotary costs 135.00

DATE: April 23, 2008

McCABE, WEISBERG, AND CONWAY, P.C.

BY: _____

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

FRANK DUBIN, ESQUIRE

ANDREW L. MARKOWITZ, ESQUIRE

KEVIN DISKIN, ESQUIRE

NOTE: Please furnish description of Property

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate in the Village of Morrisdale, Morris Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post corner on Township Road; thence Northeast along line of lands now or formerly of Alexander and Violet Campbell, formerly of David Boyd, One Hundred Eighty (180) feet, to a post and corner of lands now or formerly of Maggie Howe, formerly Frances Clouser; thence along said lands West Sixty-three (63) feet to a post corner; thence along said lands South a distance of Thirty (30) feet to a post; thence along said lands West Sixty-five (65) feet to a post corner of lands now or formerly of Paul Howe, formerly Frances Clouser; thence along the line of lands now or formerly of Paul Howe, South One Hundred Fifty (150) feet to a post corner of Township Road; thence along said road One Hundred Twenty-eight (128) feet to a post and place of BEGINNING. CONTAINING One-half (1/2) acre more or less.

HAVING THEREON ERECTED a dwelling house known as 644 Church Street, Morrisdale, PA 16858.

BEING TAX PARCEL NO. Q10-571-00021.

BEING THE SAME PREMISES which Craig Martin Bartosh and Paula S. Holden, by Deed dated September 1, 1999 and recorded September 8, 1999 in the Recorder's Office in and for Clearfield County in Instrument No. 199914984, granted and conveyed unto Craig Martin Bartosh.

UNDER AND SUBJECT to all exceptions, reservations, restrictions, conditions, easements, rights and rights of way as contained in prior deeds and instruments of record.

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496

Attorneys for Plaintiff

MARC S. WEISBERG, ESQUIRE - ID # 17616

EDWARD D. CONWAY, ESQUIRE - ID # 34687

MARGARET GAIRO, ESQUIRE - ID # 34419

FRANK DUBIN, ESQUIRE - ID # 19280

ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009

KEVIN DISKIN, ESQUIRE - ID # 86727

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

Household Finance Consumer Discount Company

Plaintiff

v.

Craig Martin Bartosh

Defendant

**COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY**

Number 08-121-CD

AFFIDAVIT PURSUANT TO RULE 3129

The undersigned hereby certifies that he is the attorney for Plaintiff in the above action, sets forth as of the date the Praeipe for the Writ of Execution was filed the following information concerning the real property located at: 644 Church Street, Morris Township, Morrisdale, Pennsylvania 16858, a copy of the description of said property is attached hereto and marked as Exhibit "A."

1. Name and address of Owner or Reputed Owner:

Name

Address

Craig Martin Bartosh

**644 Church Street, PO Box 263
Morrisdale, Pennsylvania 16858**

2. Name and address of Defendants in the judgment:

Name

Address

Craig Martin Bartosh

**644 Church Street, PO Box 263
Morrisdale, Pennsylvania 16858**

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

Name	Address
------	---------

None other.

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

Name	Address
------	---------

None other.

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

Name	Address
------	---------

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

Name	Address
------	---------

None.

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

Name	Address
------	---------

Tenants/Occupants	644 Church Street Morrisdale, PA 16858
-------------------	---

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

Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
--	---

Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
--	--

Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
--	---

Internal Revenue Service
Technical Support Group

PA Department of Revenue
Bureau of Compliance

United States of America
c/o United States Attorney for the
Western District of PA

William Green Federal Building
600 Arch Street, Room 359
Philadelphia, PA 19106

P.O. Box 281230
Harrisburg, PA 17128-1230

U.S. Post Office and Courthouse
700 Grant Street, Suite 400
Pittsburgh, PA 15219

8. Name and address of Attorney of record:

Name

Address

None.

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

DATE: April 23, 2008

McCABE, WEISBERG, AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

FRANK DUBIN, ESQUIRE

ANDREW L. MARKOWITZ, ESQUIRE

KEVIN DISKIN, ESQUIRE

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HAVING THEREON ERECTED a dwelling house known as 644 Church Street, Morrisdale, PA 16858.

BEING TAX PARCEL NO. Q10-571-00021.

BEING THE SAME PREMISES which Craig Martin Bartosh and Paula S. Holden, by Deed dated September 1, 1999 and recorded September 8, 1999 in the Recorder's Office in and for Clearfield County in Instrument No. 199914984, granted and conveyed unto Craig Martin Bartosh.

UNDER AND SUBJECT to all exceptions, reservations, restrictions, conditions, easements, rights and rights of way as contained in prior deeds and instruments of record.

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496

Attorneys for Plaintiff

MARC S. WEISBERG, ESQUIRE - ID # 17616

EDWARD D. CONWAY, ESQUIRE - ID # 34687

MARGARET GAIRO, ESQUIRE - ID # 34419

FRANK DUBIN, ESQUIRE - ID # 19280

ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009

KEVIN DISKIN, ESQUIRE - ID # 86727

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

Household Finance Consumer Discount Company

Plaintiff

v.

Craig Martin Bartosh

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 08-121-CD

CERTIFICATION

Andrew L. Markowitz, Esquire hereby states that he is the attorney for the Plaintiff in the above-captioned matter and that the property is not subject to the provisions of Act 91 because it is:

- ☐ An FHA insured mortgage
- ☐ Non-owner occupied
- ☐ Vacant
- ☒ Act 91 procedures have been fulfilled.

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

McCABE, WEISBERG, AND CONWAY, P.C.

BY: _____

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

FRANK DUBIN, ESQUIRE

ANDREW L. MARKOWITZ, ESQUIRE

KEVIN DISKIN, ESQUIRE

COPY

Form PBC-10

WRIT OF EXECUTION-(MORTGAGE FORECLOSURE)
P.R.C.P. 3180 to 3183 and Rule 3257

Household Finance Consumer Discount Company
5701 East Hillsborough Avenue
Tampa, Florida 33610

Plaintiff

v.

Craig Martin Bartosh
644 Church Street
Morrisdale, Pennsylvania 16858
Defendant

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

No. _____ Term _____ E.X.

No. _____ Term _____ D.S.B.

No. 08-121-CD Term _____ J.D.

Commonwealth of Pennsylvania : SS.
County of Clearfield :

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

644 CHURCH STREET, MORRIS TOWNSHIP, MORRISDALE, PENNSYLVANIA 16858

Amount Due \$ 52,521.00

Interest from 04/25/08 to DATE OF SALE \$
@ \$8.63 per diem

(Costs to be added) \$

Total \$ _____ (plus costs)

Dated: April 24, 2008
(SEAL)

William L. Hays 135.00

Prothonotary costs

Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By: _____
Deputy

LEGAL DESCRIPTION

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BEGINNING at a post corner on Township Road; thence Northeast along line of lands now or formerly of Alexander and Violet Campbell, formerly of David Boyd, One Hundred Eighty (180) feet, to a post and corner of lands now or formerly of Maggie Howe, formerly Frances Clouser; thence along said lands West Sixty-three (63) feet to a post corner; thence along said lands South a distance of Thirty (30) feet to a post; thence along said lands West Sixty-five (65) feet to a post corner of lands now or formerly of Paul Howe, formerly Frances Clouser; thence along the line of lands now or formerly of Paul Howe, South One Hundred Fifty (150) feet to a post corner of Township Road; thence along said road One Hundred Twenty-eight (128) feet to a post and place of BEGINNING. CONTAINING One-half (1/2) acre more or less.

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UNDER AND SUBJECT to all exceptions, reservations, restrictions, conditions, easements, rights and rights of way as contained in prior deeds and instruments of record.

FILED NOCC
MAY 19 2008
William A. Shaw
Prothonotary/Clerk of Courts

McCABE, WEISBERG AND CONWAY, P.C.

BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419
FRANK DUBIN, ESQUIRE - ID # 19280
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009
KEVIN DISKIN, ESQUIRE - ID # 86727

Attorneys for Plaintiff

123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Household Finance Consumer Discount Company
Plaintiff

v.

Craig Martin Bartosh
Defendant

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

Number 08-121-CD

AFFIDAVIT OF SERVICE

I, the undersigned attorney for the Plaintiff in the within matter, hereby certify that on the 15th day of May, 2008, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A."

Copies of the letter and certificates of mailing are also attached hereto, made a part hereof and marked as Exhibit "B."

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 15TH DAY

OF MAY, 2008.

Chrissandra Shaye Hamilton
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Chrissandra Shaye Hamilton, Notary Public
City of Philadelphia, Phila. County
My Commission Expires January 4, 2009

McCABE, WEISBERG, AND CONWAY, P.C.

BY: *Marc S. Weisberg*

Attorneys for Plaintiff
TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE
FRANK DUBIN, ESQUIRE
ANDREW L. MARKOWITZ, ESQUIRE
KEVIN DISKIN, ESQUIRE

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496

MARC S. WEISBERG, ESQUIRE - ID # 17616

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123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

Household Finance Consumer Discount Company

Plaintiff

v.

Craig Martin Bartosh

Defendant

Attorneys for Plaintiff

**COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY**

Number 08-121-CD

AFFIDAVIT PURSUANT TO RULE 3129

The undersigned hereby certifies that he is the attorney for Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: 644 Church Street, Morris Township, Morrisdale, Pennsylvania 16858, a copy of the description of said property is attached hereto and marked as Exhibit "A."

1. Name and address of Owner or Reputed Owner:

Name

Address

Craig Martin Bartosh

644 Church Street, PO Box 263
Morrisdale, Pennsylvania 16858

2. Name and address of Defendants in the judgment:

Name

Address

Craig Martin Bartosh

644 Church Street, PO Box 263
Morrisdale, Pennsylvania 16858

Exhibit A

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

Name	Address
------	---------

None other.

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

Name	Address
------	---------

None other.

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

Name	Address
------	---------

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

Name	Address
------	---------

None.

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

Name	Address
------	---------

Tenants/Occupants	644 Church Street Morrisdale, PA 16858
-------------------	---

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

Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
--	---

Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
--	--

Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
--	---

Exhibit A

Internal Revenue Service
Technical Support Group

William Green Federal Building
600 Arch Street, Room 359
Philadelphia, PA 19106

PA Department of Revenue
Bureau of Compliance

P.O. Box 281230
Harrisburg, PA 17128-1230

United States of America
c/o United States Attorney for the
Western District of PA

U.S. Post Office and Courthouse
700 Grant Street, Suite 490
Pittsburgh, PA 15219

8. Name and address of Attorney of record:

Name

Address

None.

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

DATE: April 23, 2008

McCABE, WEISBERG, AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

FRANK DUBIN, ESQUIRE

ANDREW L. MARKOWITZ, ESQUIRE

KEVIN DISKIN, ESQUIRE

Exhibit A

McCABE, WEISBERG AND CONWAY, P.C.

BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419
FRANK DUBIN, ESQUIRE - ID # 19280
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009
KEVIN DISKIN, ESQUIRE - ID # 86727

123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorneys for Plaintiff

Household Finance Consumer Discount Company
Plaintiff

v.

Craig Martin Bartosh
Defendant

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 08-121-CD

DATE: May 15, 2008

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Craig Martin Bartosh

PROPERTY: 644 Church Street, Morris Township, Morrisdale, PA 16858

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on **7/11/2008 at 10:00 a.m.** in the front foyer of the Clearfield County Courthouse located at the Corner of Jay and Water Streets, Lock Haven, Pennsylvania 17745. Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

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

Exhibit B

Name and Address of Sender
 McCabe, Weisberg and Conway, P.C.
 123 S. Broad St., Suite 2080
 Philadelphia, PA 19109
 ATTN: Sarai Quintana- 34601

Check type of mail or service:
☐ Certified ☐ Recorded Delivery (International)
☐ COD ☐ Registered
☐ Delivery Confirmation ☐ Return Receipt for Merchandise
☐ Express Mail ☐ Signature Confirmation
☐ Insured

Line	Article Number	Postage										
1	HSBC V. BARTOSH - 34601		Tenants/Occupants 644 Church Street Morrisdale, PA 16858									
2			Commonwealth of Pennsylvania Department of Public Welfare P.O. Box 2675 Harrisburg, PA 17105									
3			Commonwealth of Pennsylvania Inheritance Tax Office 1400 Spring Garden Street Philadelphia, PA 19130									
4			Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division 6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128									
5			Department of Public Welfare TPL Casualty Unit Estate Recovery Program Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486									
6			Internal Revenue Service Technical Support Group William Green Federal Building 600 Arch Street, Room 359 Philadelphia, PA 19106									
7			PA Department of Revenue Bureau of Compliance P.O. Box 281230 Harrisburg, PA 17128-1230									

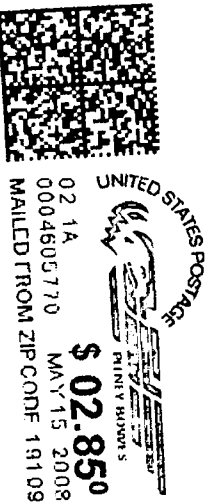


Exhibit B

8	HSBC V. BARTOSH - 34601	United States of America c/o United States Attorney for the Western District of PA U.S. Post Office and Courthouse 700 Grant Street, Suite 400 Pittsburgh, PA 15219								
Total Number of Pieces Listed by Sender 8		Total Number of Pieces Received at Post Office								

Exhibit B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20766
NO: 08-121-CD

PLAINTIFF: HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: CRAIG MARTIN BARTOSH

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 4/24/2008

LEVY TAKEN 5/8/2008 @ 1:00 PM

POSTED 5/8/2008 @ 1:00 PM

SALE HELD 7/11/2008

SOLD TO HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

SOLD FOR AMOUNT \$25,000.00 PLUS COSTS

WRIT RETURNED 8/13/2008

DATE DEED FILED 8/13/2008

PROPERTY ADDRESS 644 CHURCH STREET MORRISDALE , PA 16858

SERVICES

5/8/2008 @ 1:00 PM SERVED CRAIG MARTIN BARTOSH

SERVED CRAIG MARTIN BARTOSH, DEFENDANT, AT HIS RESIDENCE 644 CHURCH STREET, P. O. BOX 263, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CRAIG MARTIN BARTOSH

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

FILED

013:2008
AUG 13 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20766
NO: 08-121-CD

PLAINTIFF: HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: CRAIG MARTIN BARTOSH

Execution REAL ESTATE

SHERIFF RETURN


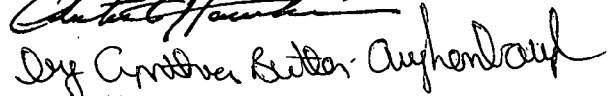
SHERIFF HAWKINS \$711.18

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,

Chester A. Hawkins
Sheriff

WRIT OF EXECUTION-(MORTGAGE FORECLOSURE)
P.R.C.P. 3180 to 3183 and Rule 3257

Household Finance Consumer Discount Company
 5701 East Hillsborough Avenue
 Tampa, Florida 33610

Plaintiff

v.

Craig Martin Bartosh
 644 Church Street
 Morrisdale, Pennsylvania 16858

Defendant

**IN THE COURT OF COMMON PLEAS OF
 CLEARFIELD COUNTY, PENNSYLVANIA**

No. _____ Term _____ E.X.

No. _____ Term _____ D.S.B.

No. 08-121-CD Term _____ J.D.

Commonwealth of Pennsylvania : SS.
 County of Clearfield :

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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644 CHURCH STREET, MORRIS TOWNSHIP, MORRISDALE, PENNSYLVANIA 16858

Amount Due \$ 52,521.00

Interest from 04/25/08 to DATE OF SALE \$
 @ \$8.63 per diem

(Costs to be added) \$

Total \$ _____ (plus costs)
 135.00 Prothonotary costs

Dated: April 24, 2008
 (SEAL)

William L. Hester
 Prothonotary, Common Pleas Court of
 Clearfield County, Pennsylvania

Received this writ this 24th day
 of April A.D. 2008
 At 3:00 A.M./P.M.

By: _____
 Deputy

Christopher A. Haulkins
 Sheriff Joy Cynthia Satter-Creech

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate in the Village of Morrisdale, Morris Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post corner on Township Road; thence Northeast along line of lands now or formerly of Alexander and Violet Campbell, formerly of David Boyd, One Hundred Eighty (180) feet, to a post and corner of lands now or formerly of Maggie Howe, formerly Frances Clouser; thence along said lands West Sixty-three (63) feet to a post corner; thence along said lands South a distance of Thirty (30) feet to a post; thence along said lands West Sixty-five (65) feet to a post corner of lands now or formerly of Paul Howe, formerly Frances Clouser; thence along the line of lands now or formerly of Paul Howe, South One Hundred Fifty (150) feet to a post corner of Township Road; thence along said road One Hundred Twenty-eight (128) feet to a post and place of BEGINNING. CONTAINING One-half (1/2) acre more or less.

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BEING TAX PARCEL NO. Q10-571-00021.

BEING THE SAME PREMISES which Craig Martin Bartosh and Paula S. Holden, by Deed dated September 1, 1999 and recorded September 8, 1999 in the Recorder's Office in and for Clearfield County in Instrument No. 199914984, granted and conveyed unto Craig Martin Bartosh.

UNDER AND SUBJECT to all exceptions, reservations, restrictions, conditions, easements, rights and rights of way as contained in prior deeds and instruments of record.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME CRAIG MARTIN BARTOSH

NO. 08-121-CD

NOW, August 13, 2008, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on July 11, 2008, I exposed the within described real estate of Craig Martin Bartos to public venue or outcry at which time and place I sold the same to HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY as 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	13.13
LEVY	15.00
MILEAGE	13.13
POSTING	15.00
CSDS	10.00
COMMISSION	500.00
POSTAGE	4.92
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	25,000.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	

TOTAL SHERIFF COSTS \$711.18

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00

TOTAL DEED COSTS \$28.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	52,521.00
INTEREST @ 8.6300 %	664.51
FROM 04/25/2008 TO 07/11/2008	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

TOTAL DEBT AND INTEREST \$53,205.51

COSTS:

ADVERTISING	374.02
TAXES - COLLECTOR	142.65
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	711.18
LEGAL JOURNAL COSTS	126.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

TOTAL COSTS \$1,662.35

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