

08-1109-CD  
Household Fin. Vs Laura Hamm et al

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

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

Household Finance Consumer Discount  
Company  
961 Weigel Drive  
Elmhurst, Illinois 60126

Clearfield County  
Court of Common Pleas

Number 2008-1109-CD

v.

Laura Hamm a/k/a Laura J. Hamm  
130 Lynn Street  
Madera, Pennsylvania 16661  
and  
William Hamm a/k/a William B. Hamm  
130 Lynn Street  
Madera, Pennsylvania 16661

CIVIL ACTION/MORTGAGE FORECLOSURE

pd \$95.00 Atty  
FILED 4cc Shft  
m 11:55am 1cc Atty.  
JUN 18 2008  
(LW)

William A. Shaw  
Prothonotary/Clerk of Courts

Sept 11, 2008 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

William A. Shaw  
Deputy Prothonotary

## 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 Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, Pennsylvania 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. Ademas, 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 INFORMATION 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.

Dave Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, Pennsylvania 16830  
(814) 765-2641 x 5982

**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 Laura Hamm a/k/a Laura J. Hamm, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is 130 Lynn Street, Madera, Pennsylvania 16661.

3. The Defendant is William Hamm a/k/a William B. Hamm, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is 130 Lynn Street, Madera, Pennsylvania 16661.

4. On August 27, 2003, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book Instrument #2003315967.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 130 Lynn Street, Madera, Pennsylvania 16661.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due February 4, 2008 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.

7. The following amounts are due on the mortgage:

Principal Balance	\$	73,392.05
Interest through May 12, 2008 (Plus \$18.56 per diem thereafter)	\$	8,462.40
Attorney's Fee	\$	1,250.00
Corporate Advance	\$	725.13
<hr/>		
GRAND TOTAL	\$	83,829.58

8. 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 \$83,829.58, together with interest at the rate of \$18.56 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: Marg Gairo  
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 P.A.C.S. §4904 relating to unsworn falsification to authorities.

McCABE, WEISBERG AND CONWAY,P.C.

BY: Margaret Gairo  
Attorneys for Plaintiff  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE

636482

## MORTGAGE

IF BOX IS CHECKED, THIS MORTGAGE IS AN OPEN-END MORTGAGE AND SECURES FUTURE ADVANCES.

THIS MORTGAGE is made this day 27TH of AUGUST 2003, between the Mortgagor, WILLIAM B. HAMM AND LAURA J. HAMM, NOT STATED  
130 LYNN STREET, MADERA, PA 16661  
(herein "Borrower") and Mortgagee HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

a corporation organized and existing under the laws of DELAWARE, whose address is 207 ROUTE 73 SOUTH, MARLTON CRSSG SHPG CTR, MARLTON, NJ 08053 (herein "Lender").

The following paragraph preceded by a checked box is applicable.  
X WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 76,840.76, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated AUGUST 27, 2003 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on AUGUST 27, 2033;

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ \_\_\_\_\_, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated \_\_\_\_\_ and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the principal sum above and an initial advance of \$ \_\_\_\_\_;

TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (4) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of CLEARFIELD Commonwealth of Pennsylvania:

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BIGLER  
IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF  
PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED  
10/10/1997 AND RECORDED 10/10/1997, AMONG THE LAND RECORDS  
OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1878  
AND PAGE 571 AND. TAX MAP OR PARCEL ID NO.: 103090232  
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\* FILE COPY

Exhibit A

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

**1. Payment of Principal and Interest at Variable Rates.** This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in the Note. Borrowers shall promptly pay when due all amounts required by the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law and only if requested in writing by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property

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is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

**3. Application of Payments.** Except for loans made pursuant to the Pennsylvania Consumer Discount Company Act, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal.

**4. Prior Mortgages and Deed of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

**5. Hazard 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 such other hazards as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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**8. Inspection.** Lender may take or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** The applicable law contained in the Note shall control. Where no applicable law is contained therein, the state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

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**16. Transfer of the Property.** If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

**17. Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or



agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

**20. Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

**21. Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

**22. Interest Rate After Judgment.** Borrower agrees the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

**23. Arbitration Rider to Note.** The Arbitration Rider attached to and made a part of the Note is hereby incorporated by reference and made a part of this Mortgage.

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REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

William B. Hamm  
William B. Hamm Borrower

Laura J. Hamm  
Laura J. Hamm Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: \_\_\_\_\_  
207 Route 73 South, Marlton, NJ 08053

On behalf of the Lender. By: K. Forlenza K. Forlenza Title: SA  
COMMONWEALTH OF PENNSYLVANIA, Clerk of Court County ss:

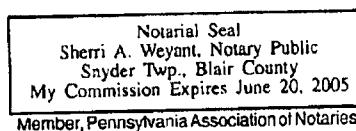
I, Sherri A. Weyant a Notary Public in and for said county and state, do hereby certify that William B. Hamm and Laura J. Hamm

personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that they signed and delivered the said instrument as their free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28<sup>th</sup> day of August, 2003.

My Commission expires: 6/20/2005

S. Weyant  
Notary Public



This instrument was prepared by:

K. G. Forlenza (Name)  
207 Route 73 South  
Marlton, NJ 08053  
(Address)

\_\_\_\_\_  
(Space Below This Line Reserved For Lender and Recorder)\_\_\_\_\_

04-29-02 MTG

Return To:  
Records Processing Services  
577 Lamont Road  
Elmhurst, IL 60126

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\*H029745D7T90MTG8000PA0012B7F\*\*HMM

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1109-CD

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

vs

LAURA HAMM aka LAURA J. HAMM and WILLIAM HAMM aka WILLIAM B. HAMM  
COMPLAINT IN MORTGAGE FORECLOSURE

SERVICE # 4 OF 4

SERVE BY: 07/18/2008

HEARING:

PAGE: 104292

DEFENDANT: WILLIAM HAMM aka WILLIAM B. HAMM

ADDRESS: 2171 UNION ST., RAMEY, OR  
4 LYNN ST., MADERA, PA 16661

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:  VACANT  OCCUPIED

ATTEMPTS

FILED

07/18/2008  
JUN 25 2008

William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF'S RETURN**

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM SERVED THE WITHIN  
COMPLAINT IN MORTGAGE FORECLOSURE ON WILLIAM HAMM aka WILLIAM B. HAMM, DEFENDANT  
BY HANDING TO \_\_\_\_\_ / \_\_\_\_\_  
A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS  
THEREOF.

ADDRESS SERVED \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN  
COMPLAINT IN MORTGAGE FORECLOSURE FOR WILLIAM HAMM aka WILLIAM B. HAMM  
AT (ADDRESS) \_\_\_\_\_

NOW 6-23-08 AT 11:15 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,  
I MAKE RETURN OF **NOT FOUND** AS TO WILLIAM HAMM aka WILLIAM B. HAMM

REASON UNABLE TO LOCATE According To P.O., Def. moved And LEFT No

Forwarding Address So Answers: CHESTER A. HAWKINS, SHERIFF.

SWORN TO BEFORE ME THIS

BY:

James E. Davis  
Deputy Signature  
James E. Davis  
Print Deputy Name

DAY OF 2008

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

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

Household Finance Consumer Discount  
Company  
961 Weigel Drive  
Elmhurst, Illinois 60126

v.

Laura Hamm a/k/a Laura J. Hamm  
130 Lynn Street  
Madera, Pennsylvania 16661  
and  
William Hamm a/k/a William B. Hamm  
130 Lynn Street  
Madera, Pennsylvania 16661

Clearfield County  
Court of Common Pleas

Number 2008-1109-CD

**CIVIL ACTION/MORTGAGE FORECLOSURE**

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

JUN 18 2008

Attest.

*William E. Bane*  
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 Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, Pennsylvania 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. Ademas, 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 INFORMATION 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.

Dave Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, Pennsylvania 16830  
(814) 765-2641 x 5982

**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 Laura Hamm a/k/a Laura J. Hamm, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is 130 Lynn Street, Madera, Pennsylvania 16661.

3. The Defendant is William Hamm a/k/a William B. Hamm, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is 130 Lynn Street, Madera, Pennsylvania 16661.

4. On August 27, 2003, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book Instrument #2003315967.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 130 Lynn Street, Madera, Pennsylvania 16661.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due February 4, 2008 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.

7. The following amounts are due on the mortgage:

Principal Balance	\$	73,392.05
Interest through May 12, 2008 (Plus \$18.56 per diem thereafter)	\$	8,462.40
Attorney's Fee	\$	1,250.00
Corporate Advance	\$	725.13
<hr/>		
GRAND TOTAL	\$	83,829.58

8. 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 \$83,829.58, together with interest at the rate of \$18.56 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: Map Gair  
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 P.A.C.S. §4904 relating to unsworn falsification to authorities.

McCABE, WEISBERG AND CONWAY, P.C.

BY: Mary Darrow  
Attorneys for Plaintiff  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE

636482

## MORTGAGE

IF BOX IS CHECKED, THIS MORTGAGE IS AN OPEN-END MORTGAGE AND SECURES FUTURE ADVANCES.

THIS MORTGAGE is made this day 27TH of AUGUST 2003, between the Mortgagor, WILLIAM B. HAMM AND LAURA J. HAMM, NOT STATED  
130 LYNN STREET, MADERA, PA 16661  
(herein "Borrower") and Mortgagee HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

a corporation organized and existing under the laws of DELAWARE, whose address is 207 ROUTE 73 SOUTH, MARLTON CRSSG SHPG CTR, MARLTON, NJ 08053  
(herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 76,840.76, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated AUGUST 27, 2003 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on AUGUST 27, 2033;

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ \_\_\_\_\_, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated \_\_\_\_\_ and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the principal sum above and an initial advance of \$ \_\_\_\_\_;

TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (4) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of CLEARFIELD Commonwealth of Pennsylvania:

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BIGLER  
IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF  
PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED  
10/10/1997 AND RECORDED 10/10/1997, AMONG THE LAND RECORDS  
OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1878  
AND PAGE 571 AND. TAX MAP OR PARCEL ID NO.: 103090232

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RECORDED 10/10/97  
10:10 AM

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

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

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

**1. Payment of Principal and Interest at Variable Rates.** This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in the Note. Borrowers shall promptly pay when due all amounts required by the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law and only if requested in writing by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property

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is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

**3. Application of Payments.** Except for loans made pursuant to the Pennsylvania Consumer Discount Company Act, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal.

**4. Prior Mortgages and Deed of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

**5. Hazard 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 such other hazards as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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**8. Inspection.** Lender may take or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** The applicable law contained in the Note shall control. Where no applicable law is contained therein, the state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

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16. **Transfer of the Property.** If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or



agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

**20. Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

**21. Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

**22. Interest Rate After Judgment.** Borrower agrees the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

**23. Arbitration Rider to Note.** The Arbitration Rider attached to and made a part of the Note is hereby incorporated by reference and made a part of this Mortgage.

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PA0012B6

REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

*William B. Hamm*  
William B. Hamm Borrower

*Laura J. Hamm*  
Laura J. Hamm Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: \_\_\_\_\_  
207 Route 73 South, Marlton, NJ 08053

On behalf of the Lender. By: K. Forlenza *K. Forlenza* Title: SA  
COMMONWEALTH OF PENNSYLVANIA, *Clerk of Court* County ss:

I, Sherri A. Weyant a Notary Public in and for said county and state, do hereby certify that William B. Hamm and Laura J. Hamm

personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that they signed and delivered the said instrument as their free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28<sup>th</sup> day of August, 2003.

My Commission expires: 6/20/2005

*Sherri A. Weyant*  
Notary Public

Notarial Seal  
Sherri A. Weyant, Notary Public  
Snyder Twp., Blair County  
My Commission Expires June 20, 2005  
Member, Pennsylvania Association of Notaries

This instrument was prepared by:  
*K. G. Forlenza* (Name)  
207 Route 73 South  
Marlton, NJ 08053  
(Address)

(Space Below This Line Reserved For Lender and Recorder)

04-29-02 MTG

Return To:  
Records Processing Services  
577 Lamont Road  
Elmhurst, IL 60126

PA0012B7



\*H029745D7T90MTG8000PA0012B7F\*\*Hamm

\* FILE COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1109-CD

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

VS SERVICE # 2 OF 4

LAURA HAMM aka LAURA J. HAMM and WILLIAM HAMM aka WILLIAM B. HAMM  
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 07/18/2008 HEARING: 104292

DEFENDANT: WILLIAM HAMM aka WILLIAM B. HAMM  
ADDRESS: 130 LYNN ST  
MADERA, PA 16661

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

FILED

08-5741  
JUN 25 2008  
cm

William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF'S RETURN**

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON WILLIAM HAMM aka WILLIAM B. HAMM, DEFENDANT  
BY HANDING TO \_\_\_\_\_ / \_\_\_\_\_

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS  
THEREOF.

ADDRESS SERVED \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR WILLIAM HAMM aka WILLIAM B. HAMM

AT (ADDRESS) \_\_\_\_\_

NOW 6-23-08 AT 11:15 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO WILLIAM HAMM aka WILLIAM B. HAMM

REASON UNABLE TO LOCATE

According To P.O., Def. moved and left No  
Forwarding Address

So Answers: CHESTER A. HAWKINS, SHERIFF

SWORN TO BEFORE ME THIS

BY:

James E. Davis  
Deputy Signature

JAMES E. DAVIS  
Print Deputy Name

DAY OF 2008

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRANCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

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

Attorneys for Plaintiff

Household Finance Consumer Discount  
Company  
961 Weigel Drive  
Elmhurst, Illinois 60126

Clearfield County  
Court of Common Pleas

Number 2008-1109-CD

v.

Laura Hamm a/k/a Laura J. Hamm  
130 Lynn Street  
Madera, Pennsylvania 16661  
and  
William Hamm a/k/a William B. Hamm  
130 Lynn Street  
Madera, Pennsylvania 16661

**CIVIL ACTION/MORTGAGE FORECLOSURE**

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

JUN 18 2008

Attest.

*William E. Hamm*  
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 Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, Pennsylvania 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. Ademas, 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 INFORMATION 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.

Dave Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, Pennsylvania 16830  
(814) 765-2641 x 5982

**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 Laura Hamm a/k/a Laura J. Hamm, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is 130 Lynn Street, Madera, Pennsylvania 16661.

3. The Defendant is William Hamm a/k/a William B. Hamm, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is 130 Lynn Street, Madera, Pennsylvania 16661.

4. On August 27, 2003, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book Instrument #2003315967.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 130 Lynn Street, Madera, Pennsylvania 16661.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due February 4, 2008 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.

7. The following amounts are due on the mortgage:

Principal Balance	\$	73,392.05
Interest through May 12, 2008 (Plus \$18.56 per diem thereafter)	\$	8,462.40
Attorney's Fee	\$	1,250.00
Corporate Advance	\$	725.13
<hr/>		
GRAND TOTAL	\$	83,829.58

8. 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 \$83,829.58, together with interest at the rate of \$18.56 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: Mark Gair  
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 P.A.C.S. §4904 relating to unsworn falsification to authorities.

McCABE, WEISBERG AND CONWAY,P.C.

BY: Mary Darrow  
Attorneys for Plaintiff  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE

636482

## MORTGAGE

IF BOX IS CHECKED, THIS MORTGAGE IS AN OPEN-END MORTGAGE AND SECURES FUTURE ADVANCES.

THIS MORTGAGE is made this day 27TH of AUGUST 2003, between the Mortgagor, WILLIAM B. HAMM AND LAURA J. HAMM, NOT STATED  
130 LYNN STREET, MADERA, PA 16661  
(herein "Borrower") and Mortgagee HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

a corporation organized and existing under the laws of DELAWARE, whose address is 207 ROUTE 73 SOUTH, MARLTON CRSSG SHPG CTR, MARLTON, NJ 08053 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 76,840.76, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated AUGUST 27, 2003 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on AUGUST 27, 2033;

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ \_\_\_\_\_, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated \_\_\_\_\_ and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the principal sum above and an initial advance of \$ \_\_\_\_\_;

TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (4) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of CLEARFIELD Commonwealth of Pennsylvania:

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BIGLER IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 10/10/1997 AND RECORDED 10/10/1997, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1878 AND PAGE 571 AND. TAX MAP OR PARCEL ID NO.: 103090232

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Exhibit A

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

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

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

**1. Payment of Principal and Interest at Variable Rates.** This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in the Note. Borrowers shall promptly pay when due all amounts required by the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law and only if requested in writing by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property

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is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

**3. Application of Payments.** Except for loans made pursuant to the Pennsylvania Consumer Discount Company Act, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal.

**4. Prior Mortgages and Deed of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

**5. Hazard 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 such other hazards as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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**8. Inspection.** Lender may take or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** The applicable law contained in the Note shall control. Where no applicable law is contained therein, the state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

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16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or



agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

**20. Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

**21. Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

**22. Interest Rate After Judgment.** Borrower agrees the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

**23. Arbitration Rider to Note.** The Arbitration Rider attached to and made a part of the Note is hereby incorporated by reference and made a part of this Mortgage.

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PA001286

REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

William B. Hamm  
William B. Hamm Borrower

Laura J. Hamm  
Laura J. Hamm Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: \_\_\_\_\_  
207 Route 73 South, Marlton, NJ 08053

On behalf of the Lender. By: K. Forlenza K. Forlenza Title: SA  
COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County ss:

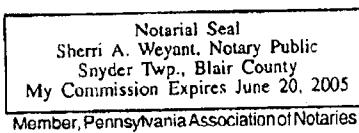
I, Sherri A. Weyant a Notary Public in and for said county and state, do hereby certify that William B. Hamm and Laura J. Hamm

personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that they signed and delivered the said instrument as their free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28<sup>th</sup> day of August, 2003.

My Commission expires: 6/20/2005

Sherri A. Weyant  
Notary Public



This instrument was prepared by:  
K. G. Forlenza (Name)  
207 Route 73 South  
Marlton, NJ 08053  
(Address)

(Space Below This Line Reserved For Lender and Recorder)

04-29-02 MTG

Return To:  
Records Processing Services  
577 Lamont Road  
Elmhurst, IL 60126

PA001287



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\* FILE COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1109-CD

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

VS

LAURA HAMM aka LAURA J. HAMM and WILLIAM HAMM aka WILLIAM B. HAMM  
COMPLAINT IN MORTGAGE FORECLOSURE

SERVICE # 1 OF 4

SERVE BY: 07/18/2008

HEARING:

PAGE: 104292

DEFENDANT: LAURA HAMM aka LAURA J. HAMM

ADDRESS: 130 LYNN ST.,  
MADERA, PA 16661

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

FILED

08-57-01  
JUN 25 2008  
CM

William A. Shaw  
Prothonotary/Clerk of Courts

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

\_\_\_\_\_  
\_\_\_\_\_

**SHERIFF'S RETURN**

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON LAURA HAMM aka LAURA J. HAMM, DEFENDANT

BY HANDING TO \_\_\_\_\_ / \_\_\_\_\_

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED \_\_\_\_\_  
\_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR LAURA HAMM aka LAURA J. HAMM

AT (ADDRESS) \_\_\_\_\_  
\_\_\_\_\_

NOW 6-23-08 AT 11:15 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO LAURA HAMM aka LAURA J. HAMM

REASON UNABLE TO LOCATE Not living at Above Address

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis  
Deputy Signature

James E. Davis

Print Deputy Name

SWORN TO BEFORE ME THIS

\_\_\_\_\_  
DAY OF 2008

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRANCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

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

Household Finance Consumer Discount  
Company  
961 Weigel Drive  
Elmhurst, Illinois 60126

v.

Laura Hamm a/k/a Laura J. Hamm  
130 Lynn Street  
Madera, Pennsylvania 16661  
and  
William Hamm a/k/a William B. Hamm  
130 Lynn Street  
Madera, Pennsylvania 16661

Attorneys for Plaintiff

Clearfield County  
Court of Common Pleas

Number 2008-1109-CD

**CIVIL ACTION/MORTGAGE FORECLOSURE**

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

JUN 18 2008

Attest.

*William J. Hamm*  
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 Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, Pennsylvania 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. Ademas, 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.

Dave Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, Pennsylvania 16830  
(814) 765-2641 x 5982

**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 Laura Hamm a/k/a Laura J. Hamm, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is 130 Lynn Street, Madera, Pennsylvania 16661.

3. The Defendant is William Hamm a/k/a William B. Hamm, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is 130 Lynn Street, Madera, Pennsylvania 16661.

4. On August 27, 2003, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book Instrument #2003315967.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 130 Lynn Street, Madera, Pennsylvania 16661.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due February 4, 2008 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.

7. The following amounts are due on the mortgage:

Principal Balance	\$	73,392.05
Interest through May 12, 2008 (Plus \$18.56 per diem thereafter)	\$	8,462.40
Attorney's Fee	\$	1,250.00
Corporate Advance	\$	725.13
<hr/>		
GRAND TOTAL	\$	83,829.58

8. 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 \$83,829.58, together with interest at the rate of \$18.56 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: Marg Gairo  
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 P.A.C.S. §4904 relating to unsworn falsification to authorities.

McCABE, WEISBERG AND CONWAY,P.C.

BY: Mary Darrow  
Attorneys for Plaintiff  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE

636482

## MORTGAGE

IF BOX IS CHECKED, THIS MORTGAGE IS AN OPEN-END MORTGAGE AND SECURES FUTURE ADVANCES.

THIS MORTGAGE is made this day 27TH of AUGUST 2003, between the Mortgagor, WILLIAM B. HAMM AND LAURA J. HAMM, NOT STATED  
130 LYNN STREET, MADERA, PA 16661  
(herein "Borrower") and Mortgagee HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

a corporation organized and existing under the laws of DELAWARE, whose address is 207 ROUTE 73 SOUTH, MARLTON CRSSG SHPG CTR, MARLTON, NJ 08053  
(herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 76,840.76, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated AUGUST 27, 2003 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on AUGUST 27, 2033;

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ \_\_\_\_\_, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated \_\_\_\_\_ and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the principal sum above and an initial advance of \$ \_\_\_\_\_;

TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (4) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of CLEARFIELD Commonwealth of Pennsylvania:

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BIGLER IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 10/10/1997 AND RECORDED 10/10/1997, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1878 AND PAGE 571 AND. TAX MAP OR PARCEL ID NO.: 103090232

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Exhibit A

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

**1. Payment of Principal and Interest at Variable Rates.** This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in the Note. Borrowers shall promptly pay when due all amounts required by the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law and only if requested in writing by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property

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is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

**3. Application of Payments.** Except for loans made pursuant to the Pennsylvania Consumer Discount Company Act, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal.

**4. Prior Mortgages and Deed of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

**5. Hazard 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 such other hazards as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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**8. Inspection.** Lender may take or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** The applicable law contained in the Note shall control. Where no applicable law is contained therein, the state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

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16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or



agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

**20. Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

**21. Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

**22. Interest Rate After Judgment.** Borrower agrees the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

**23. Arbitration Rider to Note.** The Arbitration Rider attached to and made a part of the Note is hereby incorporated by reference and made a part of this Mortgage.

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REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

William B. Hamm  
William B. Hamm Borrower

Laura J. Hamm  
Laura J. Hamm Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: \_\_\_\_\_  
207 Route 73 South, Marlton, NJ 08053

On behalf of the Lender. By: K. Forlenza Title: SA  
COMMONWEALTH OF PENNSYLVANIA, Clerk of Court County ss:

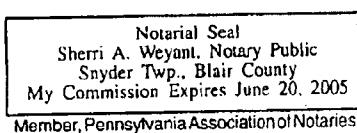
I, Sherri A. Weyant a Notary Public in and for said county and state, do hereby certify that William B. Hamm and Laura J. Hamm

personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that they signed and delivered the said instrument as their free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28<sup>th</sup> day of August, 2005.

My Commission expires: 6/20/2005

Sherri A. Weyant  
Notary Public



This instrument was prepared by:  
K. G. Forlenza (Name)  
207 Route 73 South  
Marlton, NJ 08053  
(Address)

(Space Below This Line Reserved For Lender and Recorder)

04-29-02 MTG

Return To:  
Records Processing Services  
577 Lamont Road  
Elmhurst, IL 60126

PA0012B7



\*H029745D7T90MTG8000PA0012B7F\*\*Hamm

\* FILE COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1109-CD

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

vs

LAURA HAMM aka LAURA J. HAMM and WILLIAM HAMM aka WILLIAM B. HAMM  
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 07/18/2008 HEARING: 104292

DEFENDANT: LAURA HAMM aka LAURA J. HAMM  
ADDRESS: 2171 UNION ST. RAMEY, PA  
4 LYNN ST., MADERA, PA 16661

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:  VACANT  OCCUPIED

ATTEMPTS

FILED

08-5761  
JUN 25 2008

William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF'S RETURN**

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM SERVED THE WITHIN  
COMPLAINT IN MORTGAGE FORECLOSURE ON LAURA HAMM aka LAURA J. HAMM, DEFENDANT  
BY HANDING TO \_\_\_\_\_ / \_\_\_\_\_  
A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS  
THEREOF.

ADDRESS SERVED \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN  
COMPLAINT IN MORTGAGE FORECLOSURE FOR LAURA HAMM aka LAURA J. HAMM  
AT (ADDRESS) \_\_\_\_\_

NOW 6-23-08 AT 11:15 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO LAURA HAMM aka LAURA J. HAMM

REASON UNABLE TO LOCATE House Empty at 2171 Union St., Ramey

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis  
Deputy Signature

James E. Davis  
Print Deputy Name

SWORN TO BEFORE ME THIS

\_\_\_\_ DAY OF \_\_\_\_\_ 2008

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

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

Household Finance Consumer Discount  
Company  
961 Weigel Drive  
Elmhurst, Illinois 60126

v.

Laura Hamm a/k/a Laura J. Hamm  
130 Lynn Street  
Madera, Pennsylvania 16661  
and  
William Hamm a/k/a William B. Hamm  
130 Lynn Street  
Madera, Pennsylvania 16661

Attorneys for Plaintiff

Clearfield County  
Court of Common Pleas

Number 2008-1109-CD

**CIVIL ACTION/MORTGAGE FORECLOSURE**

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

JUN 18 2008

Attest.

*William L. Brown*  
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 Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, Pennsylvania 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. Ademas, 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 INFORMATION 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.

Dave Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, Pennsylvania 16830  
(814) 765-2641 x 5982

**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 Laura Hamm a/k/a Laura J. Hamm, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is 130 Lynn Street, Madera, Pennsylvania 16661.

3. The Defendant is William Hamm a/k/a William B. Hamm, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is 130 Lynn Street, Madera, Pennsylvania 16661.

4. On August 27, 2003, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book Instrument #2003315967.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 130 Lynn Street, Madera, Pennsylvania 16661.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due February 4, 2008 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.

7. The following amounts are due on the mortgage:

Principal Balance	\$	73,392.05
Interest through May 12, 2008 (Plus \$18.56 per diem thereafter)	\$	8,462.40
Attorney's Fee	\$	1,250.00
Corporate Advance	\$	725.13
<hr/>		
GRAND TOTAL	\$	83,829.58

8. 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 \$83,829.58, together with interest at the rate of \$18.56 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: Mag Gair  
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 P.A.C.S. §4904 relating to unsworn falsification to authorities.

McCABE, WEISBERG AND CONWAY,P.C.

BY: Mayo Darrow  
Attorneys for Plaintiff  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE

636482

## MORTGAGE

IF BOX IS CHECKED, THIS MORTGAGE IS AN OPEN-END MORTGAGE AND SECURES FUTURE ADVANCES.

THIS MORTGAGE is made this day 27TH of AUGUST 2003, between the Mortgagor, WILLIAM B. HAMM AND LAURA J. HAMM, NOT STATED  
130 LYNN STREET, MADERA, PA 16661  
(herein "Borrower") and Mortgagee HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

a corporation organized and existing under the laws of DELAWARE, whose address is 207 ROUTE 73 SOUTH, MARLTON CRSSG SHPG CTR, MARLTON, NJ 08053 (herein "Lender").

The following paragraph preceded by a checked box is applicable.  
X WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 76,840.76, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated AUGUST 27, 2003 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on AUGUST 27, 2033;

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ \_\_\_\_\_, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated \_\_\_\_\_ and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the principal sum above and an initial advance of \$ \_\_\_\_\_;

TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (4) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of CLEARFIELD Commonwealth of Pennsylvania:

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BIGLER  
IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF  
PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED  
10/10/1997 AND RECORDED 10/10/1997, AMONG THE LAND RECORDS  
OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1878  
AND PAGE 571 AND. TAX MAP OR PARCEL ID NO.: 103090232  
04-29-02 MTG

PA001281



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\* FILE COPY

RECORDED 10/10/2007  
10:10 AM

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

**1. Payment of Principal and Interest at Variable Rates.** This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in the Note. Borrowers shall promptly pay when due all amounts required by the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law and only if requested in writing by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property



is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

**3. Application of Payments.** Except for loans made pursuant to the Pennsylvania Consumer Discount Company Act, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal.

**4. Prior Mortgages and Deed of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

**5. Hazard 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 such other hazards as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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**8. Inspection.** Lender may take or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** The applicable law contained in the Note shall control. Where no applicable law is contained therein, the state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

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**16. Transfer of the Property.** If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

**17. Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or



agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

**20. Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

**21. Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

**22. Interest Rate After Judgment.** Borrower agrees the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

**23. Arbitration Rider to Note.** The Arbitration Rider attached to and made a part of the Note is hereby incorporated by reference and made a part of this Mortgage.

04-29-02 MTG



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\* FILE COPY

PA0012B6

REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

William B. Hamm  
William B. Hamm Borrower

Laura J. Hamm  
Laura J. Hamm Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: \_\_\_\_\_  
207 Route 73 South, Marlton, NJ 08053

On behalf of the Lender, By: K. Forlenza Title: SA  
COMMONWEALTH OF PENNSYLVANIA, Clerk of Court County ss:

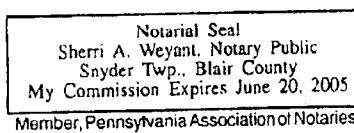
I, Sherri A. Weyant a Notary Public in and for said county and state, do hereby certify that William B. Hamm and Laura J. Hamm

personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that they signed and delivered the said instrument as their free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28<sup>th</sup> day of August, 2003.

My Commission expires: 6/20/2005

Sherri A. Weyant  
Notary Public



This instrument was prepared by:  
K. G. Forlenza (Name)  
207 Route 73 South  
Marlton, NJ 08053  
(Address)

(Space Below This Line Reserved For Lender and Recorder)

04-29-02 MTG

Return To:  
Records Processing Services  
577 Lamont Road  
Elmhurst, IL 60126

PA0012B7



\*H029745D7T90MTG8000PA0012B7F\*\*HAMM

\* FILE COPY

**FILED**

**JUN 25 2008**

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

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERENCE J. McCABE, ESQUIRE - ID # 16496 Attorneys for Plaintiff  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Household Finance Consumer Discount  
Company  
v.  
Laura Hamm a/k/a Laura J. Hamm  
and  
William Hamm a/k/a William B. Hamm

Clearfield County  
Court of Common Pleas  
Number 2008-1109-CD

**O R D E R**

AND NOW, this        day of       , 2008, the Plaintiff is granted leave to serve  
the Complaint in Mortgage Foreclosure, and all other subsequent pleadings that require personal  
service, and the Notice of Sheriff's Sale upon the Defendants, Laura Hamm a/k/a Laura J. Hamm  
and William Hamm a/k/a William B. Hamm, by regular mail and by certified mail, return receipt  
requested, to their last known address of P.O. Box 3, Ramey, Pa 16671, and by posting the  
Complaint at the mortgaged premises of 130 Lynn Street, Madera, Pennsylvania 16661.

BY THE COURT:

\_\_\_\_\_  
J.

FILED

AUG 22 2008

~12~  
William A. Shaw  
Prothonotary/Clerk of Courts

P CBA to H

**McCABE, WEISBERG AND CONWAY, P.C.**

BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496** **Attorneys for Plaintiff**  
**123 South Broad Street, Suite 2080**  
**Philadelphia, Pennsylvania 19109**  
**(215) 790-1010**

Household Finance Consumer Discount  
Company  
v.  
Laura Hamm a/k/a Laura J. Hamm  
and  
William Hamm a/k/a William B. Hamm

Clearfield County  
Court of Common Pleas  
Number 2008-1109-CD

**MOTION TO ALLOW SERVICE ON THE DEFENDANTS**  
**PURSUANT TO PA RULE OF CIVIL PROCEDURE 430**

1. Plaintiff attempted to personally serve a true and correct copy of the Complaint in Mortgage Foreclosure upon the Defendants, Laura Hamm a/k/a Laura J. Hamm and William Hamm a/k/a William B. Hamm, at their last-known address of 130 Lynn Street, Madera, Pa 16661. The process server was not able to serve the Defendant with the complaint because after many attempts, not found. An Affidavit of Non-Service indicating the same is attached hereto, made a part hereof as Exhibit "A".

2. Pursuant to Pennsylvania Rule of Civil Procedure 430, Plaintiff has conducted a good faith investigation to determine the current whereabouts of Defendants and the attached Affidavit sets forth in detail the nature and extent of the investigation. See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "B".

3. As a result of the investigation, a special Order of Court is required permitting

service by regular and certified mail at the Defendants last known address and by posting a copy of the original process on the mortgaged premises.

4. If service cannot be made on the Defendants, Laura Hamm a/k/a Laura J. Hamm and William Hamm a/k/a William B. Hamm, the Plaintiff will be prejudiced.

WHEREFORE, Plaintiff prays this Honorable Court grant an Order allowing the Plaintiff to serve the Complaint in Mortgage Foreclosure, and all other subsequent pleadings that require personal service, and the Notice of Sheriff's Sale upon the Defendants, Laura Hamm a/k/a Laura J. Hamm and William Hamm a/k/a William B. Hamm, by regular mail; certified mail, return receipt requested to their last known address of P.O. Box 3, Ramey, Pa 16671 and by posting at the last-known address of Defendants and the mortgaged premises known in this herein action as 130 Lynn Street, Madera, Pennsylvania 16661.



---

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

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496      Attorneys for Plaintiff  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Household Finance Consumer Discount  
Company

v.

Laura Hamm a/k/a Laura J. Hamm and  
William Hamm a/k/a William B. Hamm

Clearfield County  
Court of Common Pleas

Number 2008-1109-CD

**AFFIDAVIT OF NON SERVICE**

COMMONWEALTH OF PENNSYLVANIA

:SS.

COUNTY OF CLEARFIELD

Terrence J. McCabe, Esquire, being duly sworn according to law, deposes and says that  
the following is true and correct to the best of his knowledge and belief:

1. That he is counsel for the above-named Plaintiff;
2. That pursuant to the Sheriff of Clearfield County, the Defendants were not served

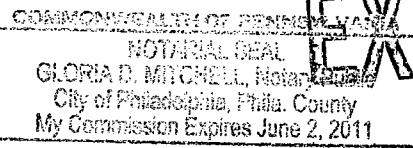
with the Complaint in Mortgage Foreclosure as after many attempts, they were not found.

A Sheriff's Affidavit of no service will be duly filed of record with the court.

  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
Attorneys for Plaintiff

SWORN AND SUBSCRIBED  
BEFORE ME THIS 21st DAY  
OF AUGUST, 2008

  
NOTARY PUBLIC



**EXHIBIT A**

## PLAYERS NATIONAL LOCATOR

AFFIDAVIT OF GOOD FAITH INVESTIGATION 36392

Loan Number: 201-2161PA

Attorney Firm: AOSS

Case Number:

Subject: Laura Hamm and William Hamm

A.K.A.: Laura J Hamm  
William B HammProperty Address: 130 Lynn Street  
Madera, PA 16661Last Known Address: PO Box 3  
Ramey, PA 16671

Last Known Number: ( ) -

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

1. I am employed in the capacity of Location Specialist for Players National Locator.
2. On 05/19/2008, I conducted an investigation into the whereabouts of the above named defendant(s). The results of my investigation are as follows:

## CREDIT INFORMATION -

- A. SOCIAL SECURITY NUMBER(S): 163-64-9647 174-62-3631
- B. EMPLOYMENT SEARCH:  
We were unable to verify current employment for Laura Hamm or William Hamm.
- C. INQUIRY OF CREDITORS:  
Creditors indicated the last reported address for Laura Hamm and William Hamm is Po Box 150, Madera, PA 16661 with no valid home number.

## INQUIRY OF TELEPHONE COMPANY -

- A. DIRECTORY ASSISTANCE SEARCH:  
Directory assistance does not have a listing for Laura Hamm or William Hamm.

## INQUIRY OF NEIGHBORS -

We were unable to contact any neighbors to confirm any other information.

## INQUIRY OF POST OFFICE -

- A. NATIONAL ADDRESS UPDATE:  
As of May 13, 2008 the National Change of Address (NCOA) has no change for Laura Hamm or William Hamm from Po Box 150, Madera, PA 16661.

## MOTOR VEHICLE REGISTRATION -

- A. MOTOR VEHICLE & DMV OFFICE:  
We were unable to verify current drivers license information for Laura Hamm or William Hamm.

## OTHER INQUIRIES -

- A. DEATH RECORDS:  
As of May 13, 2008 the Social Security Administration has no death records on file for Laura Hamm or William Hamm and/or A.K.A's under the social security numbers provided.

B. PUBLIC LICENSES ( PILOT, REAL ESTATE, ETC. ):

None Found.

C. COUNTY VOTER REGISTRATION:

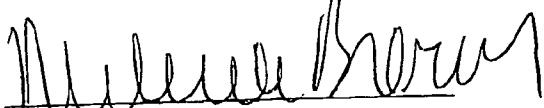
We were unable to confirm a listing with the County Voters Registration Office.

ADDITIONAL INFORMATION ON SUBJECT -

A. DATE OF BIRTH:

Laura - December 1973

William - December 1972



AFFIANT Melissa Brower

Subscribed and sworn to before me on 05/19/2008



NOTARY PUBLIC



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

EXHIBIT B

**McCABE, WEISBERG AND CONWAY, P.C.**

**BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496** **Attorneys for Plaintiff**  
**123 South Broad Street, Suite 2080**  
**Philadelphia, Pennsylvania 19109**  
**(215) 790-1010**

Household Finance Consumer Discount  
Company

v.

Laura Hamm a/k/a Laura J. Hamm  
and  
William Hamm a/k/a William B. Hamm

Clearfield County  
Court of Common Pleas

Number 2008-1109-CD

**MEMORANDUM OF LAW**

If a resident Defendant has obstructed or prevented service of process by concealing his whereabouts or otherwise, the Plaintiff shall have the right of service in such a manner as the Court by special order shall direct service pursuant to P.R.C.P. 430.

WHEREFORE, Plaintiff prays this service be made.



---

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

McCABE, WEISBERG AND CONWAY, P.C.

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

Attorneys for

Plaintiff

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

Household Finance Consumer Discount  
Company

v.

Laura Hamm a/k/a Laura J. Hamm

and

William Hamm a/k/a William B. Hamm

Clearfield County  
Court of Common Pleas

Number 2008-1109-CD

**CERTIFICATION OF SERVICE**

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff, hereby certify that I served a true and correct copy of the foregoing Motion for Alternative Service, by United States Mail, first class, postage prepaid, on the 21st day of August, 2008, upon the following:

Laura Hamm a/k/a Laura J. Hamm  
P.O. Box 3  
Ramey, Pa 16671

William Hamm a/k/a William B. Hamm  
P.O. Box 3  
Ramey, Pa 16671



TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
Attorneys for Plaintiff

**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 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.



---

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

FILED  
Aug 22 2008  
William A Shaw  
Prothonotary/Clerk of Courts

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

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY,\*  
Plaintiff

vs.

LAURA HAMM a/k/a LAURA J. HAMM and  
WILLIAM HAMM a/k/a WILLIAM B. HAMM,  
Defendants

\* NO. 08-1109-CD

\*

\*

\*

\*

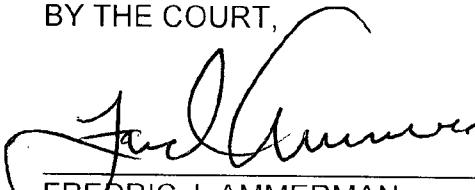
O R D E R

NOW, this 25th day of August, 2008, the Plaintiff is granted leave to serve the  
Complaint in Mortgage Foreclosure upon the Defendants **LAURA HAMM a/k/a**  
**LAURA J. HAMM and WILLIAM HAMM a/k/a WILLIAM B. HAMM** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield  
County Legal Journal;
2. By first class mail to PO Box 3, Ramey, PA 16671 and 130 Lynn  
Street, Madera, PA 16661;
3. By certified mail, return receipt requested, to PO Box 3, Ramey, PA  
16671 and 130 Lynn Street, Madera, PA 16661; and
4. By posting the mortgaged premises known in this herein action as  
130 Lynn Street, Madera, PA 16661.

Service of the aforementioned publication and mailings is effective upon the  
date of publication and mailing and is to be done by Plaintiff's attorney, who will file  
Affidavits of Service with the Prothonotary of Clearfield County.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED  
014 00301  
AUG 26 2008

William A. Shaw  
Prothonotary/Clerk of Courts

3CC-Athy McCabe

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

Attorneys for Plaintiff

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

Household Finance Consumer Discount Company

Plaintiff

v.

Laura Hamm a/k/a Laura J. Hamm and William  
Hamm a/k/a William B. Hamm

Defendants

Clearfield County  
Court of Common Pleas

Number 08-1109-CD

**PRAECIPE TO REINSTATE COMPLAINT**

TO THE PROTHONOTARY:

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

*Mat Gance*  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
Attorneys for Plaintiff

**FILED** Atty pd.  
M 12-44801 7.00  
SEP 11 2008

2cc-2  
William A. Shaw, Compl.  
Prothonotary/Clerk of Courts  
Reinstated  
to Sheriff  
(6)

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

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY,\*  
Plaintiff

vs.

LAURA HAMM a/k/a LAURA J. HAMM and  
WILLIAM HAMM a/k/a WILLIAM B. HAMM,  
Defendants

\* NO. 08-1109-CD

\*  
\*  
\*  
\*

ORDER

NOW, this 25th day of August, 2008, the Plaintiff is granted leave to serve the  
Complaint in Mortgage Foreclosure upon the Defendants **LAURA HAMM a/k/a**  
**LAURA J. HAMM and WILLIAM HAMM a/k/a WILLIAM B. HAMM** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield  
County Legal Journal;
2. By first class mail to PO Box 3, Ramey, PA 16671 and 130 Lynn  
Street, Madera, PA 16661;
3. By certified mail, return receipt requested, to PO Box 3, Ramey, PA  
16671 and 130 Lynn Street, Madera, PA 16661; and
4. By posting the mortgaged premises known in this herein action as  
130 Lynn Street, Madera, PA 16661.

Service of the aforementioned publication and mailings is effective upon the  
date of publication and mailing and is to be done by Plaintiff's attorney, who will file  
Affidavits of Service with the Prothonotary of Clearfield County.

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN  
President Judge

8/28/08 2:00

S2  
363912

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

Attorneys for Plaintiff

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

Household Finance Consumer Discount  
Company  
961 Weigel Drive  
Elmhurst, Illinois 60126

Clearfield County  
Court of Common Pleas

Number 2008-1109-CD

v.

Laura Hamm a/k/a Laura J. Hamm  
130 Lynn Street  
Madera, Pennsylvania 16661  
and  
William Hamm a/k/a William B. Hamm  
130 Lynn Street  
Madera, Pennsylvania 16661

CIVIL ACTION/MORTGAGE FORECLOSURE

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

JUN 18 2008

Attest.

*William J. Schaeffer*  
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 Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, Pennsylvania 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. Ademas, 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 INFORMATION 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.

Dave Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, Pennsylvania 16830  
(814) 765-2641 x 5982

**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 Laura Hamm a/k/a Laura J. Hamm, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is 130 Lynn Street, Madera, Pennsylvania 16661.

3. The Defendant is William Hamm a/k/a William B. Hamm, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is 130 Lynn Street, Madera, Pennsylvania 16661.

4. On August 27, 2003, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book Instrument #2003315967.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 130 Lynn Street, Madera, Pennsylvania 16661.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due February 4, 2008 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.

7. The following amounts are due on the mortgage:

Principal Balance	\$	73,392.05
Interest through May 12, 2008 (Plus \$18.56 per diem thereafter)	\$	8,462.40
Attorney's Fee	\$	1,250.00
Corporate Advance	\$	725.13
<hr/>		
GRAND TOTAL	\$	83,829.58

8. 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 \$83,829.58, together with interest at the rate of \$18.56 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: Marc S. Weisberg  
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 P.A.C.S. §4904 relating to unsworn falsification to authorities.

McCABE, WEISBERG AND CONWAY,P.C.

BY: Mary Darrow  
Attorneys for Plaintiff  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE

636482

## MORTGAGE

IF BOX IS CHECKED, THIS MORTGAGE IS AN OPEN-END MORTGAGE AND SECURES FUTURE ADVANCES.

THIS MORTGAGE is made this day 27TH of AUGUST 2003, between the  
Mortgagor, WILLIAM B. HAMM AND LAURA J. HAMM, NOT STATED  
130 LYNN STREET, MADERA, PA 16661  
(herein "Borrower") and Mortgagee HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

, a corporation organized and existing under the laws of DELAWARE, whose address is 207 ROUTE 73 SOUTH, MARLTON CRSSG SHPG CTR, MARLTON, NJ 08053 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

X WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 76,840.76, evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan Agreement dated AUGUST 27, 2003 and any extensions or renewals thereof (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on AUGUST 27, 2033;

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ \_\_\_\_\_, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated \_\_\_\_\_ and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the principal sum above and an initial advance of \$ \_\_\_\_\_;

TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (4) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of **CLEARFIELD** Commonwealth of Pennsylvania:

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BIGLER  
IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF  
PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED  
10/10/1997 AND RECORDED 10/10/1997, AMONG THE LAND RECORDS  
OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1878  
AND PAGE 571 AND. TAX MAP OR PARCEL ID NO.: 103090232

PA001281



\*\*H029745D7T90MTG8000PA0012B1F\*\*\*HAMM

\* FILE COPY

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

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

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

1. **Payment of Principal and Interest at Variable Rates.** This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in the Note. Borrowers shall promptly pay when due all amounts required by the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law and only if requested in writing by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property

04-29-02 MTG

PA0012B2



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\* FILE COPY

is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

**3. Application of Payments.** Except for loans made pursuant to the Pennsylvania Consumer Discount Company Act, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal.

**4. Prior Mortgages and Deed of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

**5. Hazard 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 such other hazards as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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\* FILE COPY

**8. Inspection.** Lender may take or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** The applicable law contained in the Note shall control. Where no applicable law is contained therein, the state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

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\* FILE COPY

**16. Transfer of the Property.** If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

**17. Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or



agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

**20. Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

**21. Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

**22. Interest Rate After Judgment.** Borrower agrees the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

**23. Arbitration Rider to Note.** The Arbitration Rider attached to and made a part of the Note is hereby incorporated by reference and made a part of this Mortgage.

04-29-02 MTG



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PA0012B6

REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

William B. Hamm  
William B. Hamm Borrower

Laura J. Hamm  
Laura J. Hamm Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: \_\_\_\_\_  
207 Route 73 South, Marlton, NJ 08053

On behalf of the Lender, By: K. Forlenza Title: SA  
COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:

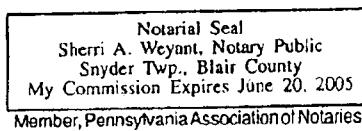
I, Sherri A. Weyant a Notary Public in and for said county and state, do hereby certify that William B. Hamm and Laura J. Hamm

personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that they signed and delivered the said instrument as their free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28<sup>th</sup> day of August, 2003.

My Commission expires: 6/20/2005

S. Weyant  
Notary Public



This instrument was prepared by:  
K. G. Forlenza (Name)  
207 Route 73 South  
Marlton, NJ 08053  
(Address)

(Space Below This Line Reserved For Lender and Recorder)

04-29-02 MTG

Return To:  
Records Processing Services  
577 Lamont Road  
Elmhurst, IL 60126

PA0012B7



\*H02974507T90MTG8000PA0012B7F\*\*HAWM

\* FILE COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1109-CD

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

vs SERVICE # 2 OF 2

LAURA HAMM aka LAURA J. HAMM and WILLIAM HAMM aka WILLIAM B. HAMM  
COMPLAINT IN MORTGAGE FORECLOSURE & ORDER

SERVE BY: 10/11/2008 HEARING: PAGE: 104644

DEFENDANT: WILLIAM HAMM aka WILLIAM B. HAMM  
ADDRESS: 130 LYNN ST.  
MADERA, PA 16661

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: POST ON PROPERTY

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

FILED

012-48301  
SEP 29 2008

William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF'S RETURN**

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM SERVED THE WITHIN  
COMPLAINT IN MORTGAGE FORECLOSURE & ORDER ON WILLIAM HAMM aka WILLIAM B. HAMM, DEFENDANT  
BY HANDING TO \_\_\_\_\_ / \_\_\_\_\_

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS  
THEREOF.

ADDRESS SERVED \_\_\_\_\_

NOW 9-29-08 AT 10:43 AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER FOR WILLIAM HAMM aka WILLIAM B. HAMM

AT (ADDRESS) 130 Lynn St.  
Madera, PA. 16661

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO WILLIAM HAMM aka WILLIAM B. HAMM

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_  
DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis  
Deputy Signature

James E. Davis  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1109-CD

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

vs  
LAURA HAMM aka LAURA J. HAMM and WILLIAM HAMM aka WILLIAM B. HAMM  
COMPLAINT IN MORTGAGE FORECLOSURE & ORDER

SERVE BY: 10/11/2008 HEARING: PAGE: 104644

DEFENDANT: LAURA HAMM aka LAURA J. HAMM  
ADDRESS: 130 LYNN ST.  
MADERA, PA 16661

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: POST ON PROPERTY

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

FILED  
09/29/08  
SEP 29 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

ATTEMPTS

OCCUPIED

**SHERIFF'S RETURN**

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER ON LAURA HAMM aka LAURA J. HAMM, DEFENDANT

BY HANDING TO \_\_\_\_\_ / \_\_\_\_\_

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED \_\_\_\_\_

NOW 9-29-08 AT 10:43 AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER FOR LAURA HAMM aka LAURA J. HAMM

AT (ADDRESS) 130 Lynn St.  
Madera, Pa. 16661

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO LAURA HAMM aka LAURA J. HAMM

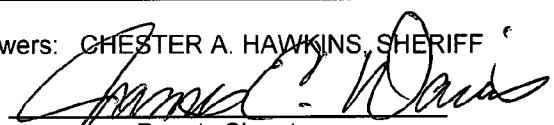
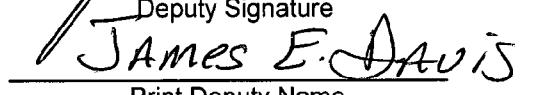
REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_  
\_\_\_\_\_  
DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

  
Deputy Signature  
  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104292  
NO: 08-1109-CD  
SERVICES 4.  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: LAURA HAMM aka LAURA J. HAMM and WILLIAM HAMM aka WILLIAM B. HAMM

**SHERIFF RETURN**

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MCCABE	25411	40.00
SHERIFF HAWKINS	MCCABE	25411	50.21

FILED  
010:55AM  
OCT 03 2008  
S  
William A. Shaw  
Prothonotary/Clerk of Courts  
*CS*

Sworn to Before Me This

So Answers,

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

*Chester A. Hawkins*

Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104644  
NO. 08-1109-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

VS.

DEFENDANT: LAURA HAMM aka LAURA J. HAMM and WILLIAM HAMM aka WILLIAM B. HAMM

SHERIFF RETURN

---

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MCCABE	34964	20.00
SHERIFF HAWKINS	MCCABE	34964	36.21

FILED

10/03/08  
OCT 03 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

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



Chester A. Hawkins  
Sheriff

5  
FILED NO CC  
OCT 14 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

**McCABE, WEISBERG AND CONWAY, P.C.**

BY: TERENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

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

Household Finance Consumer Discount Company

Plaintiff

v.

Laura Hamm a/k/a Laura J. Hamm and William Hamm  
a/k/a William B. Hamm

Defendants

Clearfield County  
Court of Common Pleas

Number 08-1109-CD

**AFFIDAVIT OF SERVICE**

COMMONWEALTH OF PENNSYLVANIA :  
:SS.  
COUNTY OF CLEARFIELD :

Terrence J. McCabe, Esquire, being duly sworn according to law, deposes and says that the following is true and correct to the best of his knowledge and belief:

1. That he is counsel for the above-named Plaintiff;
2. That on September 15, 2008, per the attached Court Order, Plaintiff served a true and correct copy

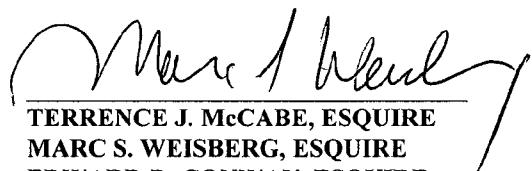
of the Complaint in Mortgage Foreclosure upon the Defendants, Laura Hamm a/k/a Laura J. Hamm and William Hamm a/k/a William B. Hamm by regular mail, certificate of mailing and certified mail, return receipt requested, addressed to their last-known addresses of P.O Box 3, Ramey, Pennsylvania 16671 and 130 Lynn Street, Madera, Pennsylvania 16661. True and correct copies of the letters and certified receipts are attached hereto, made a part

hereof, and marked as Exhibit "A".

3. That on September 29, 2008, per the attached Court Order, Plaintiff served a true and correct copy of the Complaint in Mortgage Foreclosure upon the Defendants, Laura Hamm a/k/a Laura J. Hamm and William Hamm a/k/a William B. Hamm and Laura Hamm a/k/a Laura J. Hamm and William Hamm a/k/a William B. Hamm, by posting the same at the mortgaged premises of 130 Lynn Street, Madera, Pennsylvania 16661. A true and correct copy of the Sheriff's Returns of Service indicating same is attached hereto, made a part hereof, and marked as Exhibit "B".

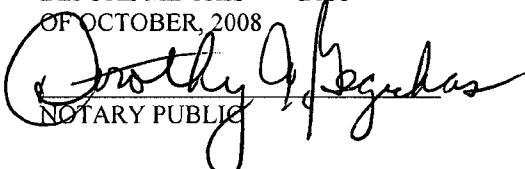
4. That on September 19, 2008, in accordance with the attached Court Order, Plaintiff served a true and correct copy of the Notice of the filing of the Complaint in Mortgage Foreclosure upon the Defendants, Laura Hamm a/k/a Laura J. Hamm and William Hamm a/k/a William B. Hamm and Laura Hamm a/k/a Laura J. Hamm and William Hamm a/k/a William B. Hamm, through publication in the Clearfield County Legal Journal. A true and correct copy of the Proof of Publication indicating the same is attached hereto, made a part hereof, and marked Exhibit "C".

5. That on September 18, 2008, in accordance with the attached Court Order, Plaintiff served a true and correct copy of the Notice of the filing of the Complaint in Mortgage Foreclosure upon the Defendants, Laura Hamm a/k/a Laura J. Hamm and William Hamm a/k/a William B. Hamm, through publication in The Progress. A true and correct copy of the Proof of Publication indicating the same is attached hereto, made a part hereof, and marked Exhibit "D".



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

SWORN AND SUBSCRIBED  
BEFORE ME THIS DAY  
OF OCTOBER, 2008

  
Dorothy A. Gegeckas  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Dorothy A. Gegeckas, Notary Public  
Cheltenham Twp., Montgomery County  
My Commission Expires Jan. 28, 2009  
Member, Pennsylvania Association of Notaries

TERRENCE J. McCABE\*\*\*  
 MARC S. WEISBERG\*\*  
 EDWARD D. CONWAY  
 MARGARET GAIRO  
 LISA L. WALLACE†  
 BRENDA L. BROGDON\*  
 FRANK DUBIN  
 ANDREW L. MARKOWITZ  
 GAYL C. SPIVAK\*  
 SCOTT TAGGART\*  
 MARISA COHEN\*  
 KATHERINE SANTANGINI^^  
 JASON BROOKS^  
 DEBORAH K. CURRAN±\*  
 LAURA H.G. O'SULLIVAN±\*  
 STEPHANIE H. HURLEY\*\*  
 ALISA LACHOW-THURSTON ^^^

LAW OFFICES  
**McCABE, WEISBERG & CO**  
 SUITE 2080  
 123 SOUTH BROAD STREET  
 PHILADELPHIA, PA 19109  
 (215) 790-1010  
 FAX (215) 790-1274

September 15, 2008

U.S. Postal Service™ <b>CERTIFIED MAIL™ RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided)		
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>		
<b>OFFICIAL USE</b>		
77361 0001 0150 0008 0006 0001 1930	Postage	\$
	Certified Fee	
	Return Receipt Fee (Endorsement Required)	
	Restricted Delivery Fee (Endorsement Required)	
	Total Postage & Fees	
	\$	
<b>Sent to</b> <i>Laura Hamm a/k/a Laura Hamm</i> <b>Street, Apt. No.;</b> <i>130 Lynn St.</i> <b>or PO Box No.</b> <b>City, State, ZIP+4</b> <i>Madera, PA 16661</i>		

PS Form 3800, August 2006  
 See Reverse for Instructions

and Virginia

♦ Licensed in PA & NJ  
 ♦ Licensed in PA & NY  
 ^ Licensed in NY  
 ^ Licensed in NJ  
 » Licensed in NJ & WA  
 \*\*\* Licensed in PA, NJ & NY  
 † Licensed in NY & CT  
 ▲ Licensed in MD & DC  
 △ Licensed in MD  
 ^^^ Licensed in VA  
 + Managing Attorney for NY  
 \* Managing Attorney for MD

Of Counsel  
 PITNICK & MARGOLIN, LLP^ - NY  
 DEBORAH K. CURRAN ± - MD & DC  
 LAURA H.G. O'SULLIVAN± - MD & DC  
 STEPHANIE H. HURLEY\*\* - MD  
 ALISA LACHOW-THURSTON ^^^ - VA  
 JOSEPH F. RIGA\* - PA & NJ

Laura Hamm a/k/a Laura J. Hamm  
 130 Lynn Street  
 Madera, Pa 16661

Re: Household Finance Consumer et. al. v. Hamm  
 Clearfield County; C. C. P.; Number 08-1109-CD

Dear Sir or Madam:

Enclosed please find a true and correct copy of Complaint in Mortgage Foreclosure, the original of which has been filed against you in regard to the above-captioned matter.

Very truly yours,

Terrence J. McCabe

TJM/ap

**SENT VIA REGULAR MAIL AND  
 CERTIFIED MAIL NUMBER 7008 0150 0001 1930 7736  
 RETURN RECEIPT REQUESTED**

**EXHIBIT A**

*This is a communication from a debt collector.*

*This letter may be an attempt to collect a debt and any information obtained will be used for that purpose.*

TERRENCE J. McCABE\*\*\*  
 MARC S. WEISBERG\*\*  
 EDWARD D. CONWAY  
 MARGARET GAIRO  
 LISA L. WALLACE+†  
 BRENDA L. BROGDON\*  
 FRANK DUBIN  
 ANDREW L. MARKOWITZ  
 GAYL C. SPIVAK\*  
 SCOTT TAGGART\*  
 MARISA COHEN\*  
 KATHERINE SANTANGINI^^  
 JASON BROOKS^  
 DEBORAH K. CURRAN±\*  
 LAURA H.G. O'SULLIVAN±\*  
 STEPHANIE H. HURLEY^^\*  
 ALISA LACHOW-TURSTON ^^^

LAW OFFICES  
**McCABE, WEISBERG & CO.**

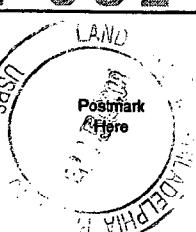
SUITE 2080  
 123 SOUTH BROAD STR.  
 PHILADELPHIA, PA 19101  
 (215) 790-1010  
 FAX (215) 790-1274

7008 0150 0001 1930 7743

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

**Sent To**  
 Laura Hamm a/k/a Laura J. Hamm  
 Street, Apt. No.;  
 or PO Box No.  
 P.O. BOX 3  
 City, State, ZIP+4  
 Ramey, PA 16671

PS Form 3800, August 2006  
 See Reverse for Instructions

\* Licensed in PA & NJ  
 \*\* Licensed in PA & NY  
 ^ Licensed in NY  
 ^ Licensed in NJ  
 ^ Licensed in PA & WA  
 \*\*\* Licensed in PA, NJ & NY  
 † Licensed in NY & CT  
 • Licensed in MD & DC  
 ± Licensed in MD  
 ^^ Licensed in VA  
 + Managing Attorney for NY  
 \* Managing Attorney for MD

Of Counsel  
 PITNICK & MARGOLIN, LLP^ - NY  
 DEBORAH K. CURRAN • - MD & DC  
 LAURA H.G. O'SULLIVAN• - MD & DC  
 STEPHANIE H. HURLEY^^ - MD  
 ALISA LACHOW-TURSTON ^^^ - VA  
 JOSEPH F. RIGA\* - PA & NJ

Laura Hamm a/k/a Laura J. Hamm  
 PO Box 3  
 Ramey, Pa 16671

Re: Household Finance Consumer et. al. v. Hamm  
 Clearfield County; C. C. P.; Number 08-1109-CD

Dear Sir or Madam:

Enclosed please find a true and correct copy of Complaint in Mortgage Foreclosure, the original of which has been filed against you in regard to the above-captioned matter.

Very truly yours,

Terrence J. McCabe

TJM/ap

**SENT VIA REGULAR MAIL AND  
 CERTIFIED MAIL NUMBER 7008 0150 0001 1930 7743  
 RETURN RECEIPT REQUESTED**

**EXHIBIT A**

*This is a communication from a debt collector.  
 This letter may be an attempt to collect a debt and any information obtained will be used for that purpose.*

TERRENCE J. McCABE\*\*\*  
 MARC S. WEISBERG\*\*  
 EDWARD D. CONWAY  
 MARGARET GAIRO  
 LISA L. WALLACE†  
 BRENDA L. BROGDON\*  
 FRANK DUBIN  
 ANDREW L. MARKOWITZ  
 GAYL C. SPIVAK\*  
 SCOTT TAGGART\*  
 MARISA COHEN\*  
 KATHERINE SANTANGINI^^  
 JASON BROOKS^  
 DEBORAH K. CURRAN^  
 LAURA H.G. O'SULLIVAN^  
 STEPHANIE H. HURLEY^  
 ALISA LACHOW-THURSTON ^^^

LAW OFFICES  
**McCABE, WEISBERG & CO**  
 SUITE 2080  
 123 SOUTH BROAD STREET  
 PHILADELPHIA, PA 1910  
 (215) 790-1010  
 FAX (215) 790-1274

September 15, 200

U.S. Postal Service™ <b>CERTIFIED MAIL™ RECEIPT</b> <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>		
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>		
<b>OFFICIAL USE</b>		
7750 1930 0001 0150 0008 2008	<b>RP</b> Postage Certified Fee  Return Receipt Fee (Endorsement Required)  Restricted Delivery Fee (Endorsement Required)  Total Postage & Fees	\$
		\$
		\$
		\$
		\$
		\$
<b>Sent To</b> William Hamm a/k/a William Hamm 130 Lynn St. Madera, PA 16661		
Street, Apt. No., or PO Box No.  City, State, ZIP+4		

PS Form 3800, August, 2006  
 See Reverse for Instructions  
 and Virginia

Postmark Here  


\* Licensed in PA & NJ  
 \*\* Licensed in PA & NY  
 ^ Licensed in NY  
 ^ Licensed in NJ  
 » Licensed in PA & WA  
 \*\*\* Licensed in PA, NJ & NY  
 † Licensed in NY & CT  
 ^ Licensed in MD & DC  
 ^^ Licensed in MD  
 ^^^ Licensed in VA  
 + Managing Attorney for NY  
 ± Managing Attorney for MD

**Of Counsel**  
 PITNICK & MARGOLIN, LLP^ - NY  
 DEBORAH K. CURRAN ^ - MD & DC  
 LAURA H.G. O'SULLIVAN^ - MD & DC  
 STEPHANIE H. HURLEY^ - MD  
 ALISA LACHOW-THURSTON ^^^ - VA  
 JOSEPH F. RIGA\* - PA & NJ

William Hamm a/k/a William B. Hamm  
 130 Lynn Street  
 Madera, Pa 16661

Re: Household Finance Consumer et. al. v. Hamm  
 Clearfield County; C. C. P.; Number 08-1109-CD

Dear Sir or Madam:

Enclosed please find a true and correct copy of Complaint in Mortgage Foreclosure, the original of which has been filed against you in regard to the above-captioned matter.

Very truly yours,

Terrence J. McCabe

TJM/ap

**SENT VIA REGULAR MAIL AND  
 CERTIFIED MAIL NUMBER 7008 0150 0001 1930 7750  
 RETURN RECEIPT REQUESTED**

**EXHIBIT A**

*This is a communication from a debt collector.  
 This letter may be an attempt to collect a debt and any information obtained will be used for that purpose.*

TERRENCE J. McCABE\*\*\*  
 MARC S. WEISBERG\*\*  
 EDWARD D. CONWAY  
 MARGARET CAIRO  
 LISA L. WALLACE+†  
 BRENDA L. BROGDON\*  
 FRANK DUBIN  
 ANDREW L. MARKOWITZ  
 GAYL C. SPIVAK\*  
 SCOTT TAGGART\*  
 MARISA COHEN\*  
 KATHERINE SANTANGINI^^  
 JASON BROOKS^  
 DEBORAH K. CURRAN^‡  
 LAURA H.G. O'SULLIVAN^‡  
 STEPHANIE H. HURLEY^‡  
 ALISA LACHOW-THURSTON ^^^

LAW OFFICES  
**McCABE, WEISBERG & CO**  
 SUITE 2080  
 123 SOUTH BROAD STREET  
 PHILADELPHIA, PA 19101  
 (215) 790-1010  
 FAX (215) 790-1274

September 15, 2008

7767 1930 0001 0150 0008 7008

<b>OFFICIAL USE</b>		
<i>RP</i> <b>Postage</b> <b>Certified Fee</b> <b>Return Receipt Fee (Endorsement Required)</b> <b>Restricted Delivery Fee (Endorsement Required)</b> <b>Total Postage &amp; Fees</b> <b>\$</b>		

Sent To: **William Hamm a/k/a William B. Hamm**  
 Street, Apt. No.  
 or PO Box No.  
 City, State, ZIP Code: **PO BOX 3  
Ramey, PA 16671**

PS Form 3800, August 2006

See Reverse for Instructions

\* Licensed in PA & NJ  
 \*\* Licensed in PA & NY  
 ^ Licensed in NY  
 ^‡ Licensed in NJ  
 + Licensed in PA & WA  
 +\*\*\* Licensed in PA, NJ & NY  
 † Licensed in NY & CT  
 - Licensed in MD & DC  
 -- Licensed in MD  
 ^^ Licensed in VA  
 + Managing Attorney for NY  
 +‡ Managing Attorney for MD

Of Counsel  
 PITNICK & MARGOLIN, LLP - NY  
 DEBORAH K. CURRAN - MD & DC  
 LAURA H.G. O'SULLIVAN - MD & DC  
 STEPHANIE H. HURLEY - MD  
 ALISA LACHOW-THURSTON - VA  
 JOSEPH F. RIGA\* - PA & NJ

William Hamm a/k/a William B. Hamm  
 PO Box 3  
 Ramey, Pa 16671

Re: Household Finance Consumer et. al. v. Hamm  
 Clearfield County; C. C. P.; Number 08-1109-CD

Dear Sir or Madam:

Enclosed please find a true and correct copy of Complaint in Mortgage Foreclosure, the original of which has been filed against you in regard to the above-captioned matter.

Very truly yours,

Terrence J. McCabe

TJM/ap

**SENT VIA REGULAR MAIL AND  
 CERTIFIED MAIL NUMBER 7008 0150 0001 1930 7767  
 RETURN RECEIPT REQUESTED**

**EXHIBIT A**

This is a communication from a debt collector.  
 This letter may be an attempt to collect a debt and any information obtained will be used for that purpose.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1109-CD

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

vs SERVICE # 2 OF 2

LAURA HAMM aka LAURA J. HAMM and WILLIAM HAMM aka WILLIAM B. HAMM

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER

SERVE BY: 10/11/2008 HEARING: PAGE: 104644

C

DEFENDANT: WILLIAM HAMM aka WILLIAM B. HAMM

ADDRESS: 130 LYNN ST.

MADERA, PA 16661

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: POSTON PROPERTY

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

\_\_\_\_\_

**SHERIFF'S RETURN**

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER ON WILLIAM HAMM aka WILLIAM B. HAMM, DEFENDANT

BY HANDING TO \_\_\_\_\_ / \_\_\_\_\_

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED \_\_\_\_\_

NOW 9-29-08 AT 10:43 AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER FOR WILLIAM HAMM aka WILLIAM B. HAMM

AT (ADDRESS) 130 Lynn St.  
Madera, Pa. 16661

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO WILLIAM HAMM aka WILLIAM B. HAMM

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis

Deputy Signature

Print-Deputy Name

**EXHIBIT B**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1109-CD

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

vs SERVICE # 1 OF 2  
LAURA HAMM aka LAURA J. HAMM and WILLIAM HAMM aka WILLIAM B. HAMM  
COMPLAINT IN MORTGAGE FORECLOSURE & ORDER

SERVE BY: 10/11/2008 HEARING: 104644

DEFENDANT: LAURA HAMM aka LAURA J. HAMM  
ADDRESS: 130 LYNN ST.  
                  MADERA, PA 16661

**ALTERNATE ADDRESS**

SERVE AND LEAVE WITH: POST ON PROPERTY

**CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED**

## ATTEMPTS

## **SHERIFF'S RETURN**

**NOW, AT \_\_\_\_\_ AM / PM SERVED THE WITHIN**

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER ON LAURA HAMM aka LAURA J. HAMM, DEFENDANT  
BY HANDING TO \_\_\_\_\_ / \_\_\_\_\_

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED \_\_\_\_\_

9-38-28 10-13 BY POSTER THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER FOR LAURA HAMM aka LAURA J.

AT (ADDRESS) 130 LYNN ST.  
MADERA, PA. 16661

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO LAURA HAMM aka LAURA J. HAMM

**REASON UNABLE TO LOCATE**

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy Signature

James E. Davis  
Deputy Name: D D

## PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

:

COUNTY OF CLEARFIELD :

:

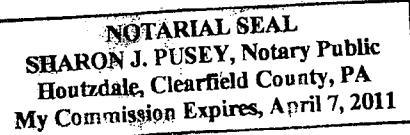
On this 19th day of September AD 2008, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of September 19, 2008, Vol. 20, No. 38. And that all of the allegations of this statement as to the time, place, and character of the publication are true.



Gary A. Knaresboro, Esquire  
Editor

Sworn and subscribed to before me the day and year aforesaid.

Sharon J. Pusey  
Notary Public  
My Commission Expires



Terrence J McCabe Esquire  
123 S Broad St Suite 2080  
Philadelphia PA 19109

# EXHIBIT C

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS  
Number 08-1109-CD

Household Finance Consumer Discount  
Company v. Laura Hamm a/k/a Laura J.  
Hamm and William Hamm a/k/a William B.  
Hamm.

TO: LAURA HAMM A/K/A LAURA J.  
HAMM AND WILLIAM HAMM A/K/A  
WILLIAM B. HAMM.

TYPE OF ACTION: CIVIL ACTION/  
COMPLAINT IN MORTGAGE  
FORECLOSURE

Premises subject to fore-  
closure: 130 LYNN STREET, MADERA,  
PENNSYLVANIA 16661.

NOTICE

If you wish to defend, you must enter a  
written appearance personally or by attorney  
and file your defenses or objections in  
writing with the court. You are warned that if  
you fail to do so the case may proceed  
without you and a judgment may be entered  
against you without further notice for the  
relief requested by the Plaintiff. You may  
lose money or property or other rights  
important to you.

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

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

Dave Meholick, Court Administrator,  
Clearfield County Courthouse, 230 East  
Market Street, Clearfield, PA 16830, (814)  
765-2641 x 5982.

McCABE, WEISBERG AND CONWAY,  
P.C., BY: TERENCE J. McCABE,  
ESQUIRE - ID # 16496, Attorney for Plaintiff,  
123 South Broad Street, Suite 2080,  
Philadelphia, Pennsylvania 19109, (215)  
790-1010.

**EXHIBIT C**

MARGARET E. KREBS  
 MCCABE WEISBERG, LTD.  
 AND CONWAY PICTURES  
 BY: TERENCE J. MCCABE, JR.  
 ESQUIRE ID#164961  
 123 South Broad Street  
 Suite 2080  
 Philadelphia, PA 19109-3104  
 Pennsylvania 19109-3104  
 (215) 790-1010  
 Attorney for Plaintiff  
 Clearfield County, Pa. and Plaintiff  
 Court of Common Pleas  
 Number 08-1-109-CD  
 Household Finance Fund  
 Consumer Discount Company  
 Laura Hammann/k/204A  
 Laura J. Hammann/k/204A  
 William Hammann/k/204A  
 William B. Hammann/k/204A  
 TO: LAURA HAMMANN  
 A/K/A LAURA J. HAMM AND BR  
 WILLIAM HAMM/k/204A  
 WILLIAM B. HAMM/k/204A  
 TYPE OF ACTION  
 CIVIL ACTION/COMPLAINT IN  
 MORTGAGE FORECLOSURE  
 PREMISES SUBJECT  
 TO FORECLOSURE  
 130 LYNN STREET  
 MADERA  
 PENNSYLVANIA 16661  
 ATTENTION: NOTICE OF FORECLOSURE  
 If you wish to defend you must  
 enter a written appearance personally  
 or by attorney and file your de-  
 fenses or objections in writing with  
 the court. You are warned that if  
 you fail to do so the case may pro-  
 ceed without you and a judgement  
 may be entered against you without  
 further notice for the relief re-  
 quested by the plaintiff. You may  
 lose money or property or other  
 rights important to you.  
 YOU SHOULD TAKE THIS NO-  
 TICE 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 HIR-  
 ING 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 LE-  
 GAL SERVICES TO ELIGIBLE  
 PERSONS AT A REDUCED FEE  
 OR NO FEE.  
 Dave Meholic  
 Court Administrator  
 Clearfield County Courthouse  
 220 East Market Street  
 Clearfield, PA 16830  
 (814) 765-2641 Ext. 5982  
 (814) 765-2641 Ext. 5982  
 9-18-08 DHD

## PROOF OF PUBLICATION

STATE OF PENNSYLVANIA

SS:

COUNTY OF CLEARFIELD

On this 2nd day of October, A.D. 20 08, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Margaret E. Krebs, who being duly sworn according to law, deposes and says that she is the President of The Progressive Publishing Company, Inc., and Associate Publisher of The Progress, a daily newspaper published at Clearfield, in the County of Clearfield and State of Pennsylvania, and established April 5, 1913, and that the annexed is a true copy of a notice or advertisement published in said publication in

the regular issues of September 18, 2008. And that the affiant is not interested in the subject matter of the notice or advertising, and that all of the allegations of this statement as to the time, place, and character of publication are true.

Margaret E. Krebs

Sworn and subscribed to before me the day and year aforesaid.

Cheryl J. Robison  
 Notary Public  
 Clearfield, Pa

COMMONWEALTH OF PENNSYLVANIA  
 Notarial Seal  
 Cheryl J. Robison, Notary Public  
 Clearfield Boro, Clearfield County  
 My Commission Expires Oct. 31, 2011  
 Member, Pennsylvania Association of Notaries

EXHIBIT "D"

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

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY,\*  
Plaintiff

\* NO. 08-1109-CD

vs.  
LAURA HAMM a/k/a LAURA J. HAMM and  
WILLIAM HAMM a/k/a WILLIAM B. HAMM,  
Defendants

\*  
\*  
\*  
\*

O R D E R

NOW, this 25th day of August, 2008, the Plaintiff is granted leave to serve the  
Complaint in Mortgage Foreclosure upon the Defendants **LAURA HAMM a/k/a**  
**LAURA J. HAMM and WILLIAM HAM a/k/a WILLIAM B. HAMM** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield  
County Legal Journal;
2. By first class mail to PO Box 3, Ramey, PA 16671 and 130 Lynn  
Street, Madera, PA 16661;
3. By certified mail, return receipt requested, to PO Box 3, Ramey, PA  
16671 and 130 Lynn Street, Madera, PA 16661; and
4. By posting the mortgaged premises known in this herein action as  
130 Lynn Street, Madera, PA 16661.

Service of the aforementioned publication and mailings is effective upon the  
date of publication and mailing and is to be done by Plaintiff's attorney, who will file  
Affidavits of Service with the Prothonotary of Clearfield County.

BY THE COURT,

/S/ Fredric J Ammerman

---

FREDRIC J. AMMERMAN  
President Judge

AUG 26 2008

Attest.

*Clearfield  
Prothonotary  
Court of Common Pleas*

**FILED**

OCT 14 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  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorneys for Plaintiff

Household Finance Consumer Discount  
Company

v.

Laura Hamm a/k/a Laura J. Hamm and  
William Hamm a/k/a William B. Hamm

Clearfield County  
Court of Common Pleas

FILED  
NOV 05 2008  
M 11:10 AM  
William A. Shaw  
Prothonotary/Clerk of Courts  
CERT W/ NOTICE TO  
COURT DEPT ATT  
LISTED ATTORNEY

Number 2008-1109-CD

**ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT**

TO THE PROTHONOTARY:

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

Principal	\$ 83,829.58
Interest from May 13, 2008 - November 3, 2008	\$ 3,248.00
<b>TOTAL</b>	<b>\$87,077.58</b>

McCABE, WEISBERG AND CONWAY, P.C.  
BY: *Terrence J. McCabe*  
Attorneys for Plaintiff  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE

AND NOW, this 5 day of Nov, 2008, Judgment is entered in favor of Plaintiff, Household Finance Consumer Discount Company, and against Defendants, Laura Hamm a/k/a Laura J. Hamm and William Hamm a/k/a William B. Hamm, and damages are assessed in the amount of \$87,077.58, plus interest and costs.

BY THE PROTHONOTARY:

*W.A. Shaw*

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

William A. Shaw  
Prothonotary

October 21, 2008

To: Laura Hamm a/k/a Laura J. Hamm  
130 Lynn Street  
Madera, Pennsylvania 16661

**Exhibit A**

Household Finance Consumer Discount  
Company  
vs.  
Laura Hamm a/k/a Laura J. Hamm  
William Hamm a/k/a William B. Hamm

Clearfield County  
Court of Common Pleas  
Number 2008-1109-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 Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, Pennsylvania 16830  
(814) 765-2641 x 5982

**NOTIFICACION IMPORTANTE**

USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER PRESENTADO UNA COMPARCENCIA ESCRITA, YA SEA PERSONALMENTE O POR ABOGADO Y POR NO HABER RADICADO POR ESCRITO CON ESTE TRIBUNAL SUS DEFENSAS U OBJECCIONES 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 COMPARCER 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 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.

Dave Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, Pennsylvania 16830  
(814) 765-2641 x 5982

BY: \_\_\_\_\_

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

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

William A. Shaw  
Prothonotary

October 21, 2008

To: William Hamm a/k/a William B. Hamm  
130 Lynn Street  
Madera, Pennsylvania 16661

**Exhibit A**

Household Finance Consumer Discount  
Company  
vs.  
Laura Hamm a/k/a Laura J. Hamm  
William Hamm a/k/a William B. Hamm

Clearfield County  
Court of Common Pleas  
Number 2008-1109-CD

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

**IMPORTANT NOTICE**

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

**NOTIFICACION IMPORTANTE**

USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER PRESENTADO UNA COMPARCENCIA ESCRITA, YA SEA PERSONALMENTE O POR ABOGADO Y POR NO HABER RADICADO POR ESCRITO CON ESTE TRIBUNAL SUS DEFENSAS U OBJECCIONES 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 COMPARCER USTED EN CORTE U OIR PREUBA ALGUNA, DICTAR SENTENCIA EN SU CONTRA Y USTED PODRIA PERDER BIENES U OTROS DERECHOS IMPORTANTES.

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

BY:

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

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

William A. Shaw  
Prothonotary

October 21, 2008

To: Laura Hamm a/k/a Laura J. Hamm  
P.O. Box 3  
Ramey, Pennsylvania 16671

**Exhibit A**

Household Finance Consumer Discount  
Company  
vs.  
Laura Hamm a/k/a Laura J. Hamm  
William Hamm a/k/a William B. Hamm

Clearfield County  
Court of Common Pleas  
Number 2008-1109-CD

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Clearfield County Courthouse  
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Dave Meholick  
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Clearfield County Courthouse  
230 East Market Street  
Clearfield, Pennsylvania 16830  
(814) 765-2641 x 5982

BY:

Attorneys for Plaintiff  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
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OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS  
Clearfield County Courthouse, Clearfield, Pennsylvania 16830

William A. Shaw  
Prothonotary

October 21, 2008

To: William Hamm a/k/a William B. Hamm  
P.O. Box 3  
Ramey, Pennsylvania 16671

# Exhibit A

Household Finance Consumer Discount  
Company  
vs.  
Laura Hamm a/k/a Laura J. Hamm  
William Hamm a/k/a William B. Hamm

Clearfield County  
Court of Common Pleas  
Number 2008-1109-CD

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BY:

Attorneys for Plaintiff  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
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  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorneys for Plaintiff

Household Finance Consumer Discount  
Company

v.

Laura Hamm a/k/a Laura J. Hamm and  
William Hamm a/k/a William B. Hamm

Clearfield County  
Court of Common Pleas

Number 2008-1109-CD

**AFFIDAVIT OF NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF PHILADELPHIA :

The undersigned, being duly sworn according to law, deposes and says that the Defendants are 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, Laura Hamm a/k/a Laura J. Hamm, is over eighteen (18) years of age and resides at 130 Lynn Street, Madera, Pennsylvania 16661; William Hamm a/k/a William B. Hamm, is over eighteen (18) years of age and resides at 130 Lynn Street, Madera, Pennsylvania 16661; .

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 3<sup>rd</sup> DAY

OF November, 2010

Kelly A. Cashman  
NOTARY PUBLIC

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

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KELLY A. CASHMAN, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires February 16, 2011

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  
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(215) 790-1010

Attorneys for Plaintiff

Household Finance Consumer Discount  
Company

Clearfield County  
Court of Common Pleas

v.

Laura Hamm a/k/a Laura J. Hamm and  
William Hamm a/k/a William B. Hamm

Number 2008-1109-CD

### CERTIFICATION

I, the undersigned attorney for Plaintiff, being duly sworn according to law, deposes and says that he deposited in the United States Mail a letter notifying the Defendants that judgment would be entered against Defendant 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 3<sup>rd</sup> DAY

OF November, 2008

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

Kelly A. Cashman  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KELLY A. CASHMAN, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires February 16, 2011

**VERIFICATION**

I, the undersigned attorney, 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 P.A.C.S. Section 4909 relating to unsworn falsification to authorities.

**McCABE, WEISBERG, AND CONWAY, P.C.**

BY: Marc Weisberg  
Attorneys for Plaintiff  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE

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

**Clearfield  
Prothonotary**

To: Laura Hamm a/k/a Laura J. Hamm  
130 Lynn Street  
Madera, Pennsylvania 16661

Household Finance Consumer Discount  
Company

v.

Laura Hamm a/k/a Laura J. Hamm and  
William Hamm a/k/a William B. Hamm

Clearfield County  
Court of Common Pleas

Number 2008-1109-CD

**NOTICE**

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



Clearfield  
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 at (215) 790-1010.**

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COURT OF COMMON PLEAS  
Clearfield County Courthouse, Clearfield, Pennsylvania 16830**

**Clearfield  
Prothonotary**

To: William Hamm a/k/a William B. Hamm  
130 Lynn Street  
Madera, Pennsylvania 16661

Household Finance Consumer Discount  
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Laura Hamm a/k/a Laura J. Hamm and  
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Prothonotary**

To: William Hamm a/k/a William B. Hamm  
P.O Box  
Ramey, Pennsylvania 16671

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PRAECIPE FOR WRIT OF EXECUTION (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180 TO 3183, 3257

Household Finance Consumer Discount Company

Plaintiff

v.

Laura Hamm a/k/a Laura J. Hamm and William Hamm  
a/k/a William B. Hamm

Defendants

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Exe. No. \_\_\_\_\_ Term, \_\_\_\_\_

Orig. No. 2008-1109-CD

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter

1. Directed to the Sheriff of Clearfield County, Pennsylvania..
2. Against Laura Hamm a/k/a Laura J. Hamm and William Hamm a/k/a William B. Hamm, and
3. Against \_\_\_\_\_ Garnishee(s);
4. And index this writ
  - a. Against Laura Hamm a/k/a Laura J. Hamm and William Hamm a/k/a William B. Hamm defendants
  - b. Against \_\_\_\_\_ Garnishee(s)

As a lis pendens against the real property of the defendants in the name of Garnishee(s) as follows:  
(Specifically described property)\*

130 Lynn Street, Madera, Pennsylvania 16661

5. Amount Due \$ 87,077.58

Interest from 11/04/08 to

\$

plus \$14.31 per diem thereafter

Total \$

142.00 Prothonotary costs

Dated \_\_\_\_\_

*Marc Gaior*  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
Attorneys for Plaintiff

FILED 1CC @ 6 wnts  
m/11/23 2008 w/prop. desc.  
NOV 24 2008 to Sheriff  
S

William A. Shaw  
Prothonotary/Clerk of Courts 44y pd. 20.00  
*W.A. Shaw*

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Exec. No. 2008-1109-CD Term, \_\_\_\_\_

Orig. No. \_\_\_\_\_

Household Finance Consumer Discount Company

v.

Laura Hamm a/k/a Laura J. Hamm and William Hamm a/k/a  
William B. Hamm

---

**PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)**

Filed:

*Mage Hamm*  
\_\_\_\_\_  
Attorney for Plaintiff(s)

Address: Laura Hamm a/k/a Laura J. Hamm  
130 Lynn Street  
Madera, Pennsylvania 16661

William Hamm a/k/a William B. Hamm  
130 Lynn Street  
Madera, Pennsylvania 16661

Where papers may be served.

clerk of court

LEGAL DESCRIPTION

TAX I.D. #: 103-K14-487-39

DEED LEGAL READS AS FOLLOWS: ALL THAT CERTAIN LOT OF GROUND SITUATE IN ALEXANDER ADDITION TO MADERA, IN BIGLER TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, AND KNOWN AS LOT NO. 2 IN SAID ADDITION, SAID LOT IS BOUNDED AND DESCRIBED AS FOLLOWS: ON LINN STREET RUNNING THEREON FIFTY (50') FEET BEING THE SOUTH, ON THE EAST BY FOURTH STREET RUNNING THEREON ONE HUNDRED FIFTY (150') FEET, ON THE NORTH BY AN ALLEY RUNNING THEREON FIFTY (50') FEET, ON THE WEST BY LOT NO. 3, OR LOT NOW OR FORMERLY OF JOHN JOHNSTON, BEING THE SAME LOT THAT WAS SOLD BY JOHN W. ALEXANDER TO J.E. KIRK AND BY J.E. KIRK TO E.W COUHER, AND HAVING ERECTED THEREON A TWO STORY FRAME DWELLING, TOGETHER WITH OTHER BUILDINGS AND APPURTENANCES.

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BIGLER IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA. BEING MORE FULLY DESCRIBED IN A DEED DATED 10/10/1997 AND RECORDED 10/10/1997, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1878 AND PAGE 571

Being known as: 130 LYNN STREET, MADERA, PENNSYLVANIA 16661.

Title to said premises is vested in Laura Hamm a/k/a Laura J. Hamm and William Hamm a/k/a William B. Hamm by deed from Paul M. Fraley and Kathleen D. Fraley, his wife dated October 10, 1997 and recorded October 10, 1997 in Deed Book 1878, Page 571.

**FILED**

**NOV 24 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

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

Household Finance Consumer Discount Company

Plaintiff

v.

Laura Hamm a/k/a Laura J. Hamm and William Hamm  
a/k/a William B. Hamm

Defendants

CLEARFIELD COUNTY COURT OF COMMON  
PLEAS

Number 2008-1109-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

The undersigned, attorney for Plaintiff in the above action, sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at: 130 Lynn Street, Madera, Pennsylvania 16661, a copy of the description of said property being attached hereto and marked Exhibit "A."

1. Name and address of Owners or Reputed Owners

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

Laura Hamm a/k/a Laura J. Hamm	130 Lynn Street Madera, PA 16661
--------------------------------	-------------------------------------

William Hamm a/k/a William B. Hamm	130 Lynn Street Madera, PA 16661
---------------------------------------	-------------------------------------

2. Name and address of Defendants in the judgment:

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

Laura Hamm a/k/a Laura J. Hamm	130 Lynn Street Madera, Pennsylvania 16661
--------------------------------	---

William Hamm a/k/a William B.  
Hamm 130 Lynn Street  
Madera, Pennsylvania 16661

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

Plaintiff herein

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

Name Address

Plaintiff herein

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

Name Address

NONE

6. Name and address of every other person who has any record interest in the property 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 130 Lynn Street  
Madera, Pennsylvania 16661

Commonwealth of Pennsylvania Department of Public Welfare  
Inheritance Tax Office P.O. Box 2675  
Harrisburg, PA 17105

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

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

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

PA Department of Revenue	Bureau of Compliance P.O. Box 281230 Harrisburg, PA 17128-1230
Commonwealth of Pennsylvania Department of Revenue Bureau of Compliance	Clearance Support Department 281230 Harrisburg, PA 17128-1230 ATTN: Sheriff's Sales
United States of America	Internal Revenue Service Federated Investors Tower 1001 Liberty Avenue 13 <sup>th</sup> Floor Ste. 1300 Pittsburgh, PA 15222
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

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.

November 20, 2008  
DATE

*Mark Gair*  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
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TAX I.D. #: 103-K14-487-39

DEED LEGAL READS AS FOLLOWS: ALL THAT CERTAIN LOT OF GROUND SITUATE IN ALEXANDER ADDITION TO MADERA, IN BIGLER TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, AND KNOWN AS LOT NO. 2 IN SAID ADDITION, SAID LOT IS BOUNDED AND DESCRIBED AS FOLLOWS: ON LINN STREET RUNNING THEREON FIFTY (50') FEET BEING THE SOUTH, ON THE EAST BY FOURTH STREET RUNNING THEREON ONE HUNDRED FIFTY (150') FEET, ON THE NORTH BY AN ALLEY RUNNING THEREON FIFTY (50') FEET, ON THE WEST BY LOT NO. 3, OR LOT NOW OR FORMERLY OF JOHN JOHNSTON, BEING THE SAME LOT THAT WAS SOLD BY JOHN W. ALEXANDER TO J.E. KIRK AND BY J.E. KIRK TO E.W COUHER, AND HAVING ERECTED THEREON A TWO STORY FRAME DWELLING, TOGETHER WITH OTHER BUILDINGS AND APPURTENANCES.

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BIGLER IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA. BEING MORE FULLY DESCRIBED IN A DEED DATED 10/10/1997 AND RECORDED 10/10/1997, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1878 AND PAGE 571

Being known as: 130 LYNN STREET, MADERA, PENNSYLVANIA 16661.

Title to said premises is vested in Laura Hamm a/k/a Laura J. Hamm and William Hamm a/k/a William B. Hamm by deed from Paul M. Fraley and Kathleen D. Fraley, his wife dated October 10, 1997 and recorded October 10, 1997 in Deed Book 1878, Page 571.

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

Attorneys for Plaintiff

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

Household Finance Consumer Discount Company

Plaintiff

v.

Laura Hamm a/k/a Laura J. Hamm and William Hamm  
a/k/a William B. Hamm

Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 2008-1109-CD

C E R T I F I C A T E

The undersigned, hereby states that he is the attorney for the Plaintiff in the above-captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

( ) An FHA insured mortgage  
( ) Non-owner occupied  
( ) Vacant  
(X) Act 91 procedures have been fulfilled.

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

SWORN AND SUBSCRIBED  
BEFORE ME THIS 20TH DAY  
OF NOVEMBER, 2008

*Stacey M. O'Connell*  
NOTARY PUBLIC

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

Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

STACEY M. O'CONNELL, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires July 10, 2012

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

Household Finance Consumer Discount Company

Plaintiff

v.

Laura Hamm a/k/a Laura J. Hamm and William Hamm  
a/k/a William B. Hamm

Defendants

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Exce. No. \_\_\_\_\_ Term, \_\_\_\_\_

Orig. No. 2008-1109-CD

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):

All real property and improvements thereon located at:

**130 Lynn Street, Madera, Pennsylvania 16661**

Amount Due	\$ 87,077.58
Interest from 11/04/08 to DATE OF SALE @ \$14.31 per diem	\$
Costs	\$
Total	\$ _____ Plus costs as endorsed. 142.00 Prothonotary costs

Dated: 11/24/08  
(SEAL)

Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

By: W.L. May 61  
Deputy

LEGAL DESCRIPTION

TAX I.D. #: 103-K14-487-39

DEED LEGAL READS AS FOLLOWS: ALL THAT CERTAIN LOT OF GROUND SITUATE IN ALEXANDER ADDITION TO MADERA, IN BIGLER TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, AND KNOWN AS LOT NO. 2 IN SAID ADDITION, SAID LOT IS BOUNDED AND DESCRIBED AS FOLLOWS: ON LINN STREET RUNNING THEREON FIFTY (50') FEET BEING THE SOUTH, ON THE EAST BY FOURTH STREET RUNNING THEREON ONE HUNDRED FIFTY (150') FEET, ON THE NORTH BY AN ALLEY RUNNING THEREON FIFTY (50') FEET, ON THE WEST BY LOT NO. 3, OR LOT NOW OR FORMERLY OF JOHN JOHNSTON, BEING THE SAME LOT THAT WAS SOLD BY JOHN W. ALEXANDER TO J.E. KIRK AND BY J.E. KIRK TO E.W COUHER, AND HAVING ERECTED THEREON A TWO STORY FRAME DWELLING, TOGETHER WITH OTHER BUILDINGS AND APPURTENANCES.

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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

Attorneys for Plaintiff

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

Household Finance Consumer Discount Company

Plaintiff

v.

Laura Hamm a/k/a Laura J. Hamm and William Hamm  
a/k/a William B. Hamm

Defendants

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

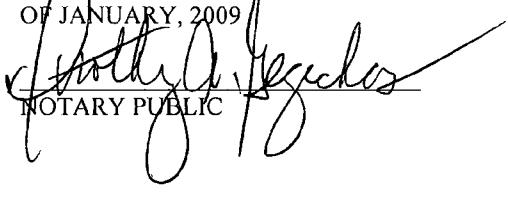
Number 2008-1109-CD

**AFFIDAVIT OF SERVICE**

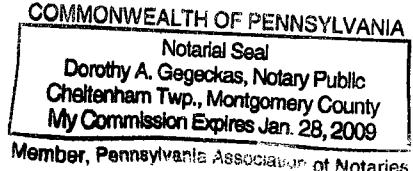
I, the undersigned attorney for the Plaintiff in the within matter, hereby certify that on the 7<sup>th</sup> day of January, 2009, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is 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 AND SUBSCRIBED  
BEFORE ME THIS 7<sup>TH</sup> DAY  
OF JANUARY, 2009

  
NOTARY PUBLIC

  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
Attorneys for Plaintiff



5  
FILED NOCC  
M 10/32/09  
JAN 23 2009  
WAS  
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

**Attorneys for Plaintiff**

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

## Household Finance Consumer Discount Company

**Plaintiff**

Y.

Laura Hamm a/k/a Laura J. Hamm and William Hamm  
a/k/a William B. Hamm

## Defendants

CLEARFIELD COUNTY COURT OF COMMON  
PLEAS

Number 2008-1109-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

The undersigned, attorney for Plaintiff in the above action, sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at: 130 Lynn Street, Madera, Pennsylvania 16661, a copy of the description of said property being attached hereto and marked Exhibit "A."

1. Name and address of Owners or Reputed Owners

Name \_\_\_\_\_ Address \_\_\_\_\_

L'essere

575 ■

1. *What is the relationship between the two main characters?*

150 Lynn Street  
Madera, PA 16662

Madura, TX 76051

William Hamm a/k/a William B.  
Hamm

130 Lynn Street  
Montgomery, N.Y.

Madera, PA 16661

2. Name and address of Defendants in the judgment:

Name \_\_\_\_\_

### Address

Laura Hamm a/k/a Laura J. Hamm

130 Lynn Street

Madera, Pennsylvania 16661

William Hamm a/k/a William B. Hamm 130 Lynn Street  
Madera, Pennsylvania 16661

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  
Plaintiff herein

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

Name Address  
Plaintiff herein

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

Name Address  
NONE

6. Name and address of every other person who has any record interest in the property 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 130 Lynn Street  
Madera, Pennsylvania 16661  
Commonwealth of Pennsylvania Department of Public Welfare  
P.O. Box 2675  
Harrisburg, PA 17105  
Commonwealth of Pennsylvania 1400 Spring Garden Street  
Inheritance Tax Office Philadelphia, PA 19130  
Commonwealth of Pennsylvania 6th Floor, Strawberry Square  
Bureau of Individual Tax Department #280601  
Inheritance Tax Division Harrisburg, PA 17128  
Department of Public Welfare Willow Oak Building  
TPL Casualty Unit Estate P.O. Box 8486  
Recovery Program Harrisburg, PA 17105-8486

*EXHIBIT A*

PA Department of Revenue

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

Commonwealth of Pennsylvania  
Department of Revenue Bureau of  
Compliance

Clearance Support Department 281230  
Harrisburg, PA 17128-1230  
ATTN: Sheriff's Sales

**United States of America**

Internal Revenue Service  
Federated Investors Tower  
1001 Liberty Avenue  
13<sup>th</sup> Floor  
Ste. 1300  
Pittsburgh, PA 15222

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

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.

November 20, 2008

DATE

TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
Attorneys for Plaintiff

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

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

Attorneys for Plaintiff

Household Finance Consumer Discount Company

Plaintiff

v.

Laura Hamm a/k/a Laura J. Hamm and William Hamm  
a/k/a William B. Hamm

Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 2008-1109-CD

*Exhibit B*

DATE: January 7, 2009

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

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

OWNERS: Laura Hamm a/k/a Laura J. Hamm and William Hamm a/k/a William B. Hamm

PROPERTY: 130 Lynn Street, Madera, Pennsylvania 16661

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on **March 6, 2009 at 10:00 a.m.** in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. 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.

Name and Address of Sender  
McCabe, Weisberg and Conway, P.C.  
123 S. Broad St., Suite 2080  
Philadelphia, PA 19109  
ATTN: Sarai Quintana 36392

<input type="checkbox"/> Insured	<input type="checkbox"/> Check type of mail or service:
<input type="checkbox"/> Certified	<input type="checkbox"/> Recorded Delivery (International)
<input type="checkbox"/> COD	<input type="checkbox"/> Registered
<input type="checkbox"/> Delivery Confirmation	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Express Mail	<input type="checkbox"/> Signature Confirmation

**Affix Stamp Here**  
(if issued as a  
certificate of mailing,  
or for additional  
postage by the  
addressee)

ECCLESIASTICAL

1 HSBC V. HAMM - 36392

150 Lynn Street  
Madera, Pennsylvania 16661

Department of Public  
P.O. Box 2675

卷之三

Inheritance Tax Office  
1400 Spring Garden Street

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

6  
PA Department of Revenue

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

Commonwealth of Pennsylvania  
Department of Revenue  
Bureau of Compliance  
Clearance Support  
Department 281230  
Harrisburg, PA 17128-1230  
ATTN: Sheriff's Sales

8	HSBC V. HAMM - 36392	United States of America Internal Revenue Service Federated Investors Tower 1001 Liberty Avenue 13th Floor Ste. 1300 Pittsburgh, PA 15222							
9		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		Total Number of Pieces Received at Post Office							

EXHIBIT  
B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20891  
NO: 08-1109-CD

PLAINTIFF: HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: LAURA HAMM A/K/A LAURA J. HAMM AND WILLIAM HAMM A/K/A WILLIAM B. HAMM

Execution: REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 11/24/2008

LEVY TAKEN 12/22/2008 @ 10:43 AM

POSTED 12/23/2008 @ 10:43 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 4/6/2009

DATE DEED FILED NOT SOLD

FILED  
02/11/09  
APR 06 2009  
S William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

12/30/2008 @ SERVED LAURA HAMM A/K/A LAURA J. HAMM

SERVED LAURA HAMM A/K/A LAURA J. HAMM, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 130 LYNN STREET, MADERA, PENNSYLVANIA CERT #7006081000145074593. REG & CERT MAIL RETURNED UNCLAIMED 1/5/09

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

12/30/2008 @ SERVED WILLIAM HAMM A/K/A WILLIAM B. HAMM

SERVED WILLIAM HAMM A/K/A WILLIAM B. HAMM, DEFENDANT BY REG & CERT MAIL PER COURT ORDER TO 130 LYNN STREET, MADERA, PENNSYLVANIA 16661 CERT # REG. MAIL RETURNED UNCLAIMED 1/5/09 CERT UNCLAIMED 1/7/09.

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

12/30/2008 @ SERVED LAURA HAMM A/K/A LAURA J. HAMM

SERVED LAURA HAMM A/K/A LAURA J. HAMM, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO P. O. BOX 3, RAMEY, PA 16671 CERT #7006081000145074562. CERT MAIL RETURNED UNCLAIMED 1/7/09

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

12/30/2008 @ SERVED WILLIAM HAMM A/K/A WILLIAM B. HAMM

SERVED WILLIAM HAMM A/K/A WILLIAM B. HAMM, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO P. O. BOX 3, RAMEY, PA 16671, CERT #7006081000145074609. CERT MAIL RETURNED UNCLAIMED 1/7/09

@ SERVED

NOW, FEBRUARY 17, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR MARCH 6, 2009 AND RETURN TO THE WRIT TO THE PROTHONOTARY; THERE IS NOT ENOUGH EQUITY TO TAKE TO SALE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20891  
NO: 08-1109-CD

PLAINTIFF: HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: LAURA HAMM A/K/A LAURA J. HAMM AND WILLIAM HAMM A/K/A WILLIAM B. HAMM

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$213.46

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

*Chester Hawkins*  
Deputy Sheriff - Appointed  
Chester A. Hawkins  
Sheriff

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

Household Finance Consumer Discount Company

Plaintiff

v.

Laura Hamm a/k/a Laura J. Hamm and William Hamm  
a/k/a William B. Hamm

Defendants

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Exce. No. \_\_\_\_\_ Term, \_\_\_\_\_

Orig. No. 2008-1109-CD

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):

All real property and improvements thereon located at:

**130 Lynn Street, Madera, Pennsylvania 16661**

Amount Due	\$ 87,077.58
Interest from 11/04/08 to DATE OF SALE @ \$14.31 per diem	\$
Costs	\$
Total	\$ _____ Plus costs as endorsed. 142.00 Prothonotary costs

Dated: 11/24/08  
(SEAL)

Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

By: William B. Hamm  
Deputy

Received this writ this 24<sup>th</sup> day  
of November A.D. 2008  
At 2:00 A.M./P.M.

Charles A. Hawkins  
Sheriff By Cynthia Beller, Deputy Sheriff

LEGAL DESCRIPTION

TAX I.D. #: 103-K14-487-39

DEED LEGAL READS AS FOLLOWS: ALL THAT CERTAIN LOT OF GROUND SITUATE IN ALEXANDER ADDITION TO MADERA, IN BIGLER TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, AND KNOWN AS LOT NO. 2 IN SAID ADDITION, SAID LOT IS BOUNDED AND DESCRIBED AS FOLLOWS: ON LINN STREET RUNNING THEREON FIFTY (50') FEET BEING THE SOUTH, ON THE EAST BY FOURTH STREET RUNNING THEREON ONE HUNDRED FIFTY (150') FEET, ON THE NORTH BY AN ALLEY RUNNING THEREON FIFTY (50') FEET, ON THE WEST BY LOT NO. 3, OR LOT NOW OR FORMERLY OF JOHN JOHNSTON, BEING THE SAME LOT THAT WAS SOLD BY JOHN W. ALEXANDER TO J.E. KIRK AND BY J.E. KIRK TO E.W COUHER, AND HAVING ERECTED THEREON A TWO STORY FRAME DWELLING, TOGETHER WITH OTHER BUILDINGS AND APPURTENANCES.

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Title to said premises is vested in Laura Hamm a/k/a Laura J. Hamm and William Hamm a/k/a William B. Hamm by deed from Paul M. Fraley and Kathleen D. Fraley, his wife dated October 10, 1997 and recorded October 10, 1997 in Deed Book 1878, Page 571.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME LAURA HAMM A/K/A LAURA J. HAMM NO. 08-1109-CD

NOW, April 06, 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 March 06, 2009, I exposed the within described real estate of Laura Hamm A/K/A Laura J. Hamm And William Hamm A/K/A William B. Hamm to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	
MILEAGE	24.57
LEVY	15.00
MILEAGE	24.57
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	29.32
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$213.46</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	87,077.58
INTEREST @ 14.3100	1,745.82
FROM 11/04/2008 TO 03/06/2009	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$88,863.40</b>

**COSTS:**

ADVERTISING	180.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	213.46
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	142.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$535.46</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

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

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY,\*

Plaintiff

\*

vs.

\* NO. 08-1109-CD

LAURA HAMM a/k/a LAURA J. HAMM and  
WILLIAM HAMM a/k/a WILLIAM B. HAMM,  
Defendants

\*

\*

\*

\*

O R D E R

NOW, this 25th day of August, 2008, the Plaintiff is granted leave to serve the  
Complaint in Mortgage Foreclosure upon the Defendants **LAURA HAMM a/k/a**  
**LAURA J. HAMM and WILLIAM HAMM a/k/a WILLIAM B. HAMM** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield  
County Legal Journal;
2. By first class mail to PO Box 3, Ramey, PA 16671 and 130 Lynn  
Street, Madera, PA 16661;
3. By certified mail, return receipt requested, to PO Box 3, Ramey, PA  
16671 and 130 Lynn Street, Madera, PA 16661; and
4. By posting the mortgaged premises known in this herein action as  
130 Lynn Street, Madera, PA 16661.

Service of the aforementioned publication and mailings is effective upon the  
date of publication and mailing and is to be done by Plaintiff's attorney, who will file  
Affidavits of Service with the Prothonotary of Clearfield County.

BY THE COURT,

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

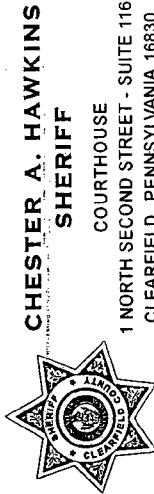
/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN  
President Judge

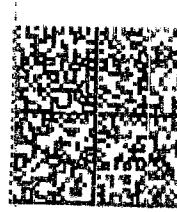
AUG 26 2008

Attest

W. J. Ammerman  
Prothonotary/  
Clerk of Courts



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



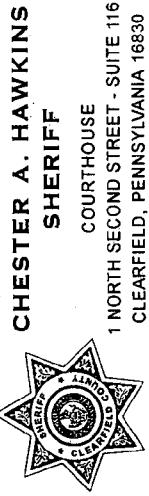
016H16505405  
\$00.590  
12/30/2008  
Mailed From: 16830  
US POSTAGE

1-5 - 09

WILLIAM HAMM A/K/A WILLIAM B. HAMM  
130 LYNN STREET  
MADERA, PA 16830

NIXIE 168 4E 1 00 01/02/08  
RETURN TO SENDER  
ATTEMPTED - NOT KNOWN  
UNABLE TO FORWARD  
BC: 16800247201 \*2002-06459-00-39

168153253662472 168153253662472



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



016H16505405  
\$00.590  
12/30/2008  
Mailed From: 16830  
US POSTAGE

1-5 - 09

LAURA HAMM A/K/A LAURA J. HAMM  
130 LYNN STREET  
MADERA, PA 16830

NIXIE 168 4E 1 72 01/02/08  
RETURN TO SENDER  
ATTEMPTED - NOT KNOWN  
UNABLE TO FORWARD  
BC: 16800247201 \*2002-03778-00-42

168153253662472 168153253662472



**OPTIONAL FIELD MAIL**  
OF THE RECIPIENT ADDRESSES DO NOT ADD TO THE RECIPIENT  
ADDRESS LINE OF THE RECIPIENT ADDRESSES

**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:**

LAURA HAMM A/K/A LAURA J. HAMM  
130 LYNN STREET  
MADERA, PA 16661

**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 4593

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



**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:**

WILLIAM B HANN  
130 LYNN STREET  
MADERA, PA 16661

**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  
 Registered  
 Insured Mail

Express Mail  
 Return Receipt for Merchandise  
 C.O.D.  
 Yes

**4. Restricted Delivery? (Extra Fee)**

**2. Article Number**

(Transfer from service label)

7006 0810 0001 4507 4586

102595-02-M-15a01

RS Form 3811, February 2004

Domestic Return Receipt



CHESTER A. HAWKINS  
SHERIFF

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



7006 0810 0001 4507 4562

016H16505405  
\$05.490  
12/30/2008  
Mailed From 16830  
US POSTAGE

12-31  
Rec 7-10  
RETURN RECEIPT  
REQUESTED

LAURA HAMM A/K/A LAURA J. HAMM  
P. O. BOX 3  
RAMNEY, PA 16671

A  INSUFFICIENT ADDRESS  
C  ATTEMPTED NOT KNOWN  
S  NO SUCH NUMBER/ STREET  
S  NOT DELIVERABLE AS ADDRESSED  
S  UNABLE TO FORWARD

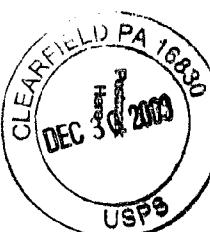


U.S. Postal Service  
CERTIFIED MAIL - RECEIPT  
(Domestic Mail Only - Not Insurance Covered)

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

OFFICIAL USE

Postage	\$	20
Certified Fee		
Return Recpt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	5.49



7006	0001	4507	4562
0810	0001	4507	4562
Send To			
Street, Apt. No., or P.O. Box No.	LAURA HAMM A/K/A LAURA J. HAMM		
City, State, ZIP+4	P. O. BOX 3 RAMNEY, PA 16671		

See Reverse for instructions

**RETRIEVED MAIL**

PRINTED ON FORM NUMBER 36

**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:**

LAURA HANNI A/K/A LAURA J. HANNI  
P. O. BOX 3  
RAMEY, PA 16671

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature	<input checked="" type="checkbox"/> Agent
X	<input type="checkbox"/> 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**

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

**4. Restricted Delivery? (Extra Fee)**

<input type="checkbox"/> Yes
------------------------------

2. Article Number  
*(Transfer from service label)* **7006 0810 0001 4507 4562**

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-N-1540

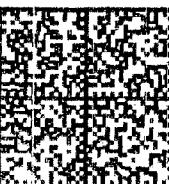


CHESTER A. HAWKINS  
SHERIFF

1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



7006 0810 0001 4507 4609



Hasler

\$05.49  
12/30/2008  
Mailed From 16830  
US POSTAGE

15-31  
RETURN RECEIPT  
REQUESTED

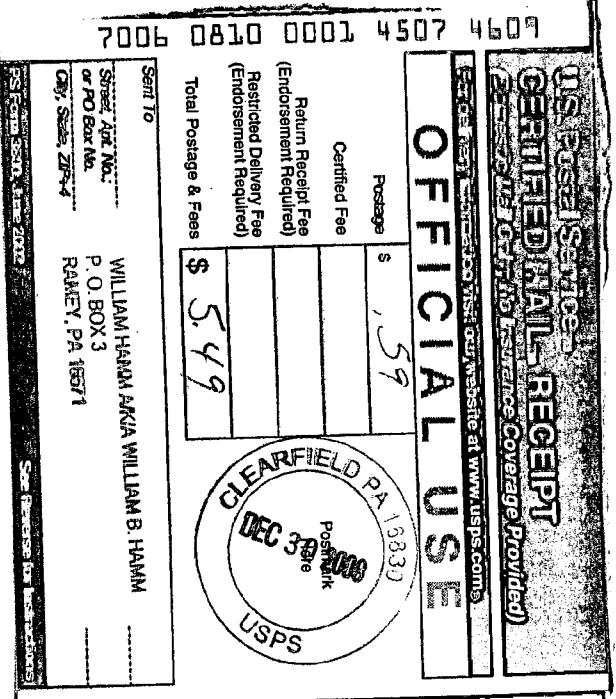
WILLIAM HAMM A/K/A WILLIAM B. HAMM

P. O. BOX 3  
RAMEY, PA 16671

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E

- INSUFFICIENT ADDRESS
- ATTEMPTED NOT KNOWN
- OTHER
- NO SUCH NUMBER/ STREET
- NOT DELIVERABLE AS ADDRESSED
- UNABLE TO FORWARD

RTS  
RETURN TO SENDER



**SENDER: COMPLETE THIS SECTION****COMPLETE THIS SECTION ON DELIVERY**

- 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:**

WILLIAM HAMM A/K/A WILLIAM B. HAMM  
P. O. BOX 3  
RAMSEY, PA 16671

A. Signature  Agent  
X  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 4509

Domestic Return Receipt

102895-02-N-1540

PS Form 3811, February 2004	Domestic Return Receipt
-----------------------------	-------------------------

TERRENCE J. McCABE\*\*\*  
 MARC S. WEISBERG\*\*  
 EDWARD D. CONWAY\*\*  
 MARGARET GAIRO \*\*  
 LISA L. WALLACE††  
 DEBORAH K. CURRAN\*\*  
 LAURA H.G. O'SULLIVAN\*\*  
 FRANK DUBIN \*\*  
 ANDREW L. MARKOWITZ \*\*  
 GAYL C. SPIVAK\*  
 HEIDI R. SPIVAK\*  
 SCOTT TAGGART\*  
 MARISA COHEN\*  
 KATHERINE SANTANGINI\*\*  
 JASON BROOKS †  
 STEPHANIE H. HURLEY\*\*  
 MARGARET MARY BALMFORTII \*\*  
 ADRIENNE CHAPMAN\*\*  
 DIANN GREEN\*\*  
 DAVID P. FITZGIBBON\*

LAW OFFICES  
**McCABE, WEISBERG & CONWAY, P.C.**  
 SUITE 2080  
 123 SOUTH BROAD STREET  
 PHILADELPHIA, PA 19109  
 (215) 790-1010  
 FAX (215) 790-1274

SUITE 303  
 216 HADDON AVENUE  
 WESTMONT, NJ 08108  
 (856) 858-7080  
 FAX (856) 858-7020  
 SUITE 310  
 145 HUGUENOT STREET  
 NEW ROCHELLE, NY 10801  
 (914) 636-8900  
 FAX (914) 636-8901  
 Also servicing Connecticut

SUITE 100  
 8101 SANDY SPRING ROAD  
 LAUREL, MD 20707  
 (301) 490-3361  
 FAX (301) 490-1568  
 Also servicing the District of Columbia  
 and Virginia

\*\* Licensed in PA  
 ■ Licensed in PA & NJ  
 □ Licensed in PA & NY  
 ▲ Licensed in NY  
 † Licensed in NJ  
 ▲ Licensed in MD  
 ■ Licensed in PA & WA  
 □ Licensed in PA, NJ & NY  
 † Licensed in NY & CT  
 ▲ Licensed in MD & DC  
 □ Licensed in MD  
 \* Managing Attorney for NY  
 ▲ Managing Attorney for MD  
 □ Licensed in VA

Of Counsel  
 JOSEPH F. RIGA\* - PA & NJ

February 17, 2009

Sheriff of Clearfield County  
 Clearfield County Courthouse  
 230 East Market Street  
 Clearfield, Pennsylvania 16830

Re: Household Finance Consumer Discount Company vs. Laura Hamm a/k/a Laura J. Hamm and William Hamm a/k/a William B. Hamm  
 Clearfield County, Court of Common Pleas, No. 2008-1109-CD  
 Premises: 130 Lynn Street, Madera, Pennsylvania 16661

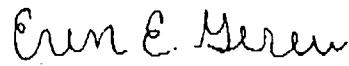
Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the March 6, 2009 Sheriff's Sale. I am requesting at this time that you stay this sale. Client has decided that there is not enough equity to take the property to sale.

In addition, please return the Writ to the Prothonotary and forward any refund due my client.

As acknowledgment of this stay, I would appreciate your signing or time-stamping a copy of this letter and faxing the same to my attention. Thank you for your cooperation.

Very truly yours,

  
 Erin E. Gercw  
 Legal Assistant

/ceg

SENT VIA FACSIMILE TRANSMITTAL--NUMBER 814-765-5915  
 SHERIFF'S OFFICE-RECEIVED BY:

  
 SIGNATURE

  
 DATE

This is a communication from a debt collector.  
 This letter may be an attempt to collect a debt and any information obtained will be used for that purpose.