

08-1438-CD

HSBC Morg. Vs Esther L. Lines

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
LOUIS A. SIMONI, ESQUIRE - ID #200869
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400, pleadings@udren.com

FILED

M 2:36 P.M. OK
AUG 04 2008

William A. Shaw
Prothonotary/Clerk of Courts

NO CC
COMPL. TO
SHFF.

HSBC Mortgage Services Inc.
577 Lamont Road
Elmhurst, IL 60126

Plaintiff

v.

Esther L. Lines
3744 Old Erie Pike
West Decatur, PA 16878

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

NO. 2008-1438-CD

COMPLAINT IN MORTGAGE FORECLOSURE

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.

LAWYERS REFERRAL SERVICE

David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x5982

Sept. 15, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas 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 dafiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

**David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x5982**

NOTICE

The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.

If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.

This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.

UDREN LAW OFFICES, P.C.
/s/ Mark J. Udren, Esquire
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620
(856) 669-5400

1. Plaintiff is the Corporation designated as such in the caption on a preceding page. If Plaintiff is an assignee then it is such by virtue of the following recorded assignments:

Assignor: Mortgage Electronic Registration Systems, Inc.
Assignments of Record to: HSBC Mortgage Services Inc.
Recording Date: **LODGED FOR RECORDING**

2. Defendant(s) is the individual designated as such on the caption on a preceding page, whose last known address is as set forth in the caption, and unless designated otherwise, is the real owner(s) and mortgagor(s) of the premises being foreclosed.

3. On or about the date appearing on the Mortgage hereinafter described, at the instance and request of Defendant(s), Plaintiff (or its predecessor, hereinafter called Plaintiff) loaned to the Defendant(s) the sum appearing on said Mortgage, which Mortgage was executed and delivered to Plaintiff as security for the indebtedness. Said Mortgage is incorporated herein by reference in accordance with Pa.R.C.P. 1019 (g).

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 3744 Old Erie Pike
MUNICIPALITY/TOWNSHIP/BOROUGH: Township of Boggs
COUNTY: Clearfield
DATE EXECUTED: 07/18/05
DATE RECORDED: 08/09/05 INSTR NO.: 200512393

The legal description of the mortgaged premises is attached hereto and made part hereof.

4. Said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with other charges authorized by said Mortgage itemized below, shall be immediately due.

5. After demand, the Defendant(s) continues to fail or refuses to comply with the terms of the Mortgage as follows:

(a) by failing or refusing to pay the installments of

principal and interest when due in the amounts indicated below;

- (b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of 06/20/08:

Principal of debt due	\$73,343.88
Unpaid Interest at 13.00%* from 02/18/08 to 06/20/08 (the per diem interest accruing on this debt is \$26.12 and that sum should be added each day after 06/20/08)	3,238.88
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Late Charges (monthly late charge of \$41.14 should be added in accordance with the terms of the note each month after 06/20/08)	164.56
Uncollected Fees Receivables	50.00
Attorneys Fees (anticipated and actual to 5% of principal)	<u>3,667.19</u>
TOTAL	\$81,069.51

*This interest rate is subject to adjustment as more fully set forth in the Note and Mortgage.

7. The attorney's fee set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date

appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$81,069.51 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

LOUIS A. SIMONI, ESQUIRE

ALL that certain piece or parcel of land situate in the Township of Boggs, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the North side of State Route #2024. Said point is sixteen and five tenths feet (16.5) from centerline of said road. Said point further described as being North sixty-one degrees, forty-six minutes, fifty seconds West (N 61° 46' 50" W), sixteen and thirty-nine hundredths feet (16.39) from the southeast corner of Grantors, Leo M. and Florence E. Thompson; thence along said Road, North sixty-one degrees, forty-four minutes, five seconds West (N 61E 44' 05" W), two hundred forty-eight and eighty-five hundredths feet (248.85) to a P. K. nail; thence along other lands of Grantors, North twelve degrees, forty-seven minutes, forty seconds East (N 12E 47' 40" E), fourteen and eighty-five hundredths feet (14.85) to an iron pin; thence still along other lands of Grantors, North twenty-three degrees, forty-two minutes, thirty seconds East (N 23E 42' 30" E), sixty-six and two hundredths feet (66.02) to an iron pin; thence still along other lands of Grantors, North four degrees, forty-five minutes ten seconds East (N 4E 45' 10" E), twenty-seven and eighty-two hundredths feet (27.82) to an iron pin; thence North twenty-three degrees, twenty-two minutes thirty seconds East (N 23E 22' 30" E), one hundred twenty-nine and seventy-one hundredths feet (129.71) to an iron pin located on the South side of an old tram road. Said point is also the northeast corner of Forest and Alda Price; thence along said tram road and other lands of Grantors, south sixty degrees, fifty-one minutes East (S 60E 51' E), one hundred seventy-seven and eighty-seven hundredths feet (177.87) to an iron pin; thence still along other lands of Grantors, South four degrees, twenty-eight minutes, ten seconds West (S 4E 28' 10" W) two hundred fifty three and sixty nine hundredths feet (258.69) to an iron pin and place of beginning. **CONTAINING** 1.1528 acres.

BEING the same premises as vested unto John Corey Cram and Nancy L. Cram, his wife, by deed of Ronnie A. Senior and Darla L. Senior, his wife, dated April 12, 1997 and recorded in Clearfield County Deed Book 1834 Page 252.

TOGETHER, with all and singular the building and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title and interest, property, claim and demand whatsoever of the said Grantors, their heirs and assigns, in law, equity, or otherwise, howsoever, in and to the same, and every party thereof.

TO HAVE AND TO HOLD the said lot or piece of ground above described, with the messuage and tenement thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

UNDER SUBJECT, NEVERTHELESS, to all exceptions, reservations, conditions and restrictions as containing in prior Deeds in the chain of title.

June 25, 2008

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): Esther L. Lines
PROPERTY ADDRESS: 3744 Old Erie Pike
West Decatur, PA 16878
LOAN ACCT. NO.: 0011046554
ORIGINAL LENDER: Decision One Mortgage Company, LLC
CURRENT LENDER: HSBC Mortgage Services, Inc.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE
WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND
HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

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

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

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

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

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at:

**3744 Old Erie Pike
West Decatur, PA 16878**

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Monthly Payments of \$832.29 for March 18, 2008 = \$832.29 Monthly Payments of \$825.91 for April 18, 2008 = \$825.91 Monthly Payments of \$822.95 for May 18, 2008 through June 18, 2008 = \$1645.90

Monthly Late Charges of \$41.14 for March 18, 2008 through June 18, 2008 = \$164.56

Other charges (explain/itemize): Uncollected Fees Receivable=\$50.00

TOTAL AMOUNT PAST DUE: \$3518.66

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable): **N/A**

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3518.66, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

**Udren Law Offices, P.C.
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620**

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.): **N/A**

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

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

OTHER LENDER REMEDIES -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If your debt has been discharged in bankruptcy without your having reaffirmed it, then lender cannot pursue this remedy.

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

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

HOW TO CONTACT THE LENDER:

Name of Lender/Service:	HSBC
Address:	636 Grand Regency Blvd. Brandon, FL 33510
Phone Number:	1-800-333-7023
Fax Number:	1-813-517-8680
Contact Person:	Loss Mitigation Department

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE -- You may not transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

NOTICE

The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.

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This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.

UDREN LAW OFFICES, P.C.
/s/ Mark J. Udren, Esquire
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620
(856) 669-5400

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

Keystone Economic Development Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX (814) 539-1688

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona PA 16602
(814) 944-8100
FAX (814) 944-5747

CCCS of Western PA
219-A College Park Plaza
Johnstown PA 15904
(814) 539-6335
FAX n/a

Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX (412) 465-5118

CCCS of Northeastern PA
1631 S Atherton St., Suite 100
State College, PA 16801
(814) 238-3668
FAX (814) 238-3669

UDREN LAW OFFICES, P.C.
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD
CHERRY HILL, NJ 08003

7002 020E 0000 4290 9971



016H26519210

\$05.490

06/26/2008

Mailed From 08003

US POSTAGE

Esther L. Lines
3744 Old Erie Pike
West Decatur, PA 16878

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p><i>Esther L. Lines</i></p> <p><i>3744 Old Erie Pike</i></p> <p><i>West Decatur, AL 36878</i></p>		<p>A. Signature</p> <p><i>X</i></p>	<p><input type="checkbox"/> Agent</p> <p><input type="checkbox"/> Addressee</p>
<p>2. Article Number (Transfer from service label)</p> <p>7007 3020 0000 0874 1681</p>		<p>B. Received by (Printed Name)</p>	<p>C. Date of Delivery</p>
<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail</p> <p><input type="checkbox"/> Registered</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Express Mail</p> <p><input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> C.O.D.</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>4. Restricted Delivery? (Extra Fee)</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>PS Form 3811, February 2004</p> <p>Domestic Return Receipt</p> <p>102595-02-M-1540</p>			

V E R I F I C A T I O N

The undersigned, hereby states that he/she is the attorney for the Plaintiff, a corporation unless designated otherwise; that he/she is authorized to make this Verification and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because he/she has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his/her knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema
Attorneys for Plaintiff
MARK J. UDREN, ESQUIRE
STUART WINNEG, ESQUIRE
LORRAINE DOYLE, ESQUIRE
ALAN M. MINATO, ESQUIRE
CHANDRA M. ARKEMA, ESQUIRE
LOUIS A. SIMONI, ESQUIRE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1438-CD

HSBC MORTGAGE SERVICES INC.
vs
ESTHER L. LINES

SERVICE # 1 OF 1

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 09/03/2008 HEARING: PAGE: 104505

DEFENDANT: ESTHER L. LINES
ADDRESS: 3744 OLD ERIE PIKE
WEST DECATUR, PA 16878
ALTERNATE ADDRESS

FILED

AUG 18 2008
01:40 PM
William A. Shaw
Prothonotary/Clerk of Courts

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

8-8-08

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON ESTHER L. LINES, 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 ESTHER L. LINES

AT (ADDRESS) _____

NOW 8/18/08 AT 815 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO ESTHER L. LINES

REASON UNABLE TO LOCATE House ~~is~~ vacant

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
LOUIS A. SIMONI, ESQUIRE - ID #200869
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400, pleadings@udren.com

WE HEREBY CERTIFY THE
WITHIN TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL

HSBC Mortgage Services Inc.
577 Lamont Road
Elmhurst, IL 60126

Plaintiff

v.

Esther L. Lines
3744 Old Erie Pike
West Decatur, PA 16878
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

NO. 2008-1438-CD

COMPLAINT IN MORTGAGE FORECLOSURE

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.

LAWYERS REFERRAL SERVICE
David S. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x5982

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

AUG 04 2008

Attest.

William A. Brown
Prothonotary/
Clerk of Courts

AVISO

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

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

**David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x5982**

NOTICE

The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.

If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.

This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.

UDREN LAW OFFICES, P.C.
/s/ Mark J. Udren, Esquire
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620
(856) 669-5400

1. Plaintiff is the Corporation designated as such in the caption on a preceding page. If Plaintiff is an assignee then it is such by virtue of the following recorded assignments:

Assignor: Mortgage Electronic Registration Systems, Inc.
Assignments of Record to: HSBC Mortgage Services Inc.
Recording Date: **LODGED FOR RECORDING**

2. Defendant(s) is the individual designated as such on the caption on a preceding page, whose last known address is as set forth in the caption, and unless designated otherwise, is the real owner(s) and mortgagor(s) of the premises being foreclosed.

3. On or about the date appearing on the Mortgage hereinafter described, at the instance and request of Defendant(s), Plaintiff (or its predecessor, hereinafter called Plaintiff) loaned to the Defendant(s) the sum appearing on said Mortgage, which Mortgage was executed and delivered to Plaintiff as security for the indebtedness. Said Mortgage is incorporated herein by reference in accordance with Pa.R.C.P. 1019 (g).

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 3744 Old Erie Pike
MUNICIPALITY/TOWNSHIP/BOROUGH: Township of Boggs
COUNTY: Clearfield
DATE EXECUTED: 07/18/05
DATE RECORDED: 08/09/05 INSTR NO.: 200512393

The legal description of the mortgaged premises is attached hereto and made part hereof.

4. Said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with other charges authorized by said Mortgage itemized below, shall be immediately due.

5. After demand, the Defendant(s) continues to fail or refuses to comply with the terms of the Mortgage as follows:

(a) by failing or refusing to pay the installments of

principal and interest when due in the amounts indicated below;

- (b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of 06/20/08:

Principal of debt due	\$73,343.88
Unpaid Interest at 13.00%* from 02/18/08 to 06/20/08 (the per diem interest accruing on this debt is \$26.12 and that sum should be added each day after 06/20/08)	3,238.88
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Late Charges (monthly late charge of \$41.14 should be added in accordance with the terms of the note each month after 06/20/08)	164.56
Uncollected Fees Receivables	50.00
Attorneys Fees (anticipated and actual to 5% of principal)	<u>3,667.19</u>
TOTAL	\$81,069.51

*This interest rate is subject to adjustment as more fully set forth in the Note and Mortgage.

7. The attorney's fee set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date

appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$81,069.51 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema
Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

LOUIS A. SIMONI, ESQUIRE

ALL that certain piece or parcel of land situate in the Township of Boggs, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the North side of State Route #2024. Said point is sixteen and five tenths feet (16.5) from centerline of said road. Said point further described as being North sixty-one degrees, forty-six minutes, fifty seconds West (N 61° 46' 50" W), sixteen and thirty-nine hundredths feet (16.39) from the southeast corner of Grantors, Leo M. and Florence E. Thompson; thence along said Road, North sixty-one degrees, forty-four minutes, five seconds West (N 61E 44' 05" W), two hundred forty-eight and eighty-five hundredths feet (248.85) to a P. K. nail; thence along other lands of Grantors, North twelve degrees, forty-seven minutes, forty seconds East (N 12E 47' 40" E), fourteen and eighty-five hundredths feet (14.85) to an iron pin; thence still along other lands of Grantors, North twenty-three degrees, forty-two minutes, thirty seconds East (N 23E 42' 30" E), sixty-six and two hundredths feet (66.02) to an iron pin; thence still along other lands of Grantors, North four degrees, forty-five minutes ten seconds East (N 4E 45' 10" E), twenty-seven and eighty-two hundredths feet (27.82) to an iron pin; thence North twenty-three degrees, twenty-two minutes thirty seconds East (N 23E 22' 30" E), one hundred twenty-nine and seventy-one hundredths feet (129.71) to an iron pin located on the South side of an old tram road. Said point is also the northeast corner of Forest and Alda Price; thence along said tram road and other lands of Grantors, south sixty degrees, fifty-one minutes East (S 60E 51' E), one hundred seventy-seven and eighty-seven hundredths feet (177.87) to an iron pin; thence still along other lands of Grantors, South four degrees, twenty-eight minutes, ten seconds West (S 4E 28' 10" W) two hundred fifty three and sixty nine hundredths feet (258.69) to an iron pin and place of beginning. **CONTAINING** 1.1528 acres.

BEING the same premises as vested unto John Corey Cram and Nancy L. Cram, his wife, by deed of Ronnie A. Senior and Darla L. Senior, his wife, dated April 12, 1997 and recorded in Clearfield County Deed Book 1834 Page 252.

TOGETHER, with all and singular the building and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title and interest, property, claim and demand whatsoever of the said Grantors, their heirs and assigns, in law, equity, or otherwise, howsoever, in and to the same, and every party thereof.

TO HAVE AND TO HOLD the said lot or piece of ground above described, with the messuage and tenement thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

UNDER SUBJECT, NEVERTHELESS, to all exceptions, reservations, conditions and restrictions as containing in prior Deeds in the chain of title.

June 25, 2008

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): Esther L. Lines
PROPERTY ADDRESS: 3744 Old Erie Pike
West Decatur, PA 16878
LOAN ACCT. NO.: 0011046554
ORIGINAL LENDER: Decision One Mortgage Company, LLC
CURRENT LENDER: HSBC Mortgage Services, Inc.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE
WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND
HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

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

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

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

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

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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

NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender on your property located at:

**3744 Old Erie Pike
West Decatur, PA 16878**

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Monthly Payments of \$832.29 for March 18, 2008 = \$832.29 Monthly Payments of \$825.91 for April 18, 2008 = \$825.91 Monthly Payments of \$822.95 for May 18, 2008 through June 18, 2008 = \$1645.90

Monthly Late Charges of \$41.14 for March 18, 2008 through June 18, 2008 = \$164.56

Other charges (explain/itemize): Uncollected Fees Receivable=\$50.00

TOTAL AMOUNT PAST DUE: \$3518.66

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable): **N/A**

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3518.66, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

**Udren Law Offices, P.C.
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620**

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.): **N/A**

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

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

OTHER LENDER REMEDIES -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If your debt has been discharged in bankruptcy without your having reaffirmed it, then lender cannot pursue this remedy.

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

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

HOW TO CONTACT THE LENDER:

Name of Lender/Service:	HSBC
Address:	636 Grand Regency Blvd. Brandon, FL 33510
Phone Number:	1-800-333-7023
Fax Number:	1-813-517-8680
Contact Person:	Loss Mitigation Department

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE -- You may not transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

NOTICE

The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.

If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.

This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.

UDREN LAW OFFICES, P.C.
/s/ Mark J. Udren, Esquire
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620
(856) 669-5400

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

Keystone Economic Development Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX (814) 539-1688

Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX (412) 465-5118

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona PA 16602
(814) 944-8100
FAX (814) 944-5747

CCCS of Northeastern PA
1631 S Atherton St., Suite 100
State College, PA 16801
(814) 238-3668
FAX (814) 238-3669

CCCS of Western PA
219-A College Park Plaza
Johnstown PA 15904
(814) 539-6335
FAX n/a

T89T 4290 0000 020E 2002

UDREN LAW OFFICES, P.C.
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD
CHERRY HILL, NJ 08003



CERTIFIED MAIL[®]

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.



Postage

010H26519216

\$05.490

010H26519216

Mailed From 08003

US POSTAGE

Esther L. Lines
3744 Old Erie Pike
West Decatur, PA 16878

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

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:

Esther L. Lines
3744 Old Erie Pike
West Decatur, AL 36878

2. Article Number
(Transfer from service label)

7007 3020 0000 0874 1681

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

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

3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Return Receipt for Merchandise
☐ Registered ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

V E R I F I C A T I O N

The undersigned, hereby states that he/she is the attorney for the Plaintiff, a corporation unless designated otherwise; that he/she is authorized to make this Verification and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because he/she has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his/her knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema
Attorneys for Plaintiff
MARK J. UDREN, ESQUIRE
STUART WINNEG, ESQUIRE
LORRAINE DOYLE, ESQUIRE
ALAN M. MINATO, ESQUIRE
CHANDRA M. ARKEMA, ESQUIRE
LOUIS A. SIMONI, ESQUIRE

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE DOYLE, ESQUIRE - ID #34576

ALAN M. MINATO, ESQUIRE - ID #75860

CHANDRA M. ARKEMA, ESQUIRE - ID #203437

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400, pleadings@udren.com

FILED ICC AMy
m/11:45am
AUG 27 2008
LM

William A. Shaw

Prothonotary/Clerk of Courts

HSBC Mortgage Services Inc.
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

Esther L. Lines

Defendant(s)

NO. 2008-1438-CD

MOTION FOR SPECIAL SERVICE PURSUANT
TO SPECIAL ORDER OF COURT

Plaintiff, by its counsel, moves this Honorable Court for an Order directing service of the Complaint in Mortgage Foreclosure upon Defendant(s), Esther L. Lines by regular mail and certified mail, and by posting the mortgaged premises and in support thereof avers the following:

1. The last known address of Defendant(s) is 3744 Old Erie Pike, West Decatur, PA 16878, which is the mortgaged premises.

2. Process was unable to be served at 3744 Old Erie Pike, West Decatur, PA 16878. A copy of the Verification of Service is attached hereto as Exhibit A.

3. Pursuant to Pa.R.C.P. 430, Plaintiff made a Good Faith Investigation, the report thereof being attached hereto as Exhibit B.

4. Said investigation was unable to determine an alternate address for said Defendant(s).

WHEREFORE, Plaintiff prays and respectfully requests that this Honorable Court enter an Order pursuant to Pa.R.C.P. 430 directing service of the Complaint in Mortgage Foreclosure upon said Defendant(s), Esther L. Lines by regular mail and certified mail and by posting the mortgaged premises.

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema
Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE DOYLE, ESQUIRE - ID #34576

ALAN M. MINATO, ESQUIRE - ID #75860

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WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400, pleadings@udren.com

HSBC Mortgage Services Inc.
Plaintiff

v.

Esther L. Lines

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 2008-1438-CD

MEMORANDUM OF LAW

Pennsylvania Rule of Civil Procedure 430(a) specifically provides:

(a) If service cannot be made under the applicable rule the plaintiff may move the court for a special order directing the method of service. The motion shall be accompanied by an affidavit stating the nature and extent of the investigation which has been made to determine the whereabouts of the defendant and the reasons why service cannot be made.

NOTE: A sheriff's return of "not found" or the fact that a defendant has moved without leaving a new forwarding address is insufficient evidence of concealment. Gonzales vs. Polis, 238 Pa. Super. 362, 357 A.2d 580 (1976). Notice of intended adoption mailed to last known address requires a "good faith effort" to discover the correct address. Adoption of Walker, 468 Pa. 165, 360 A2d 603 (1976).

An illustration of a good faith effort to locate the defendant includes (1) inquiries of postal authorities including inquiries pursuant to the Freedom of Information Act, 39 C.F.R. Part 265, (2) inquiries of relatives, neighbors, friends and employers of the defendant and (3) examinations of local telephone directories, voter registration records, local tax records, and motor vehicle records.

As set forth in the Verification of Service marked Exhibit A, the Sheriff and/or Process Server has been unable to serve the Complaint in Mortgage Foreclosure at the Defendant's last known address. Although Plaintiff is still unable to determine the Defendant's whereabouts, a good faith effort to discover the whereabouts of the Defendant(s) has been made as evidenced by the attached Affidavit of Good Faith Investigation marked Exhibit B.

WHEREFORE, Plaintiff prays and respectfully requests service of the Complaint in Mortgage Foreclosure upon Defendant(s) by regular mail and certified mail and by posting the mortgaged premises.

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema
Attorneys for Plaintiff
MARK J. UDREN, ESQUIRE
STUART WINNEG, ESQUIRE
LORRAINE DOYLE, ESQUIRE
ALAN M. MINATO, ESQUIRE
CHANDRA M. ARKEMA, ESQUIRE

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE DOYLE, ESQUIRE - ID #34576

ALAN M. MINATO, ESQUIRE - ID #75860

CHANDRA M. ARKEMA, ESQUIRE - ID #203437

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400 pleadings@udren.com

HSBC Mortgage Services Inc.
Plaintiff

v.

Esther L. Lines

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 2008-1438-CD

VERIFICATION OF SERVICE

Based upon information supplied by the Sheriff of Clearfield County, service of the Complaint in Mortgage Foreclosure upon the below listed Defendant(s) was unsuccessful in accordance with Pa.R.C.P. 402 or 3129.2:

Defendant: Esther L. Lines

Place of Service: 3744 Old Erie Pike, West Decatur, PA 16878

Defendant not found because: Moved Unknown No Answer Vacant Other Per the Sheriff's Department, after several attempts, service was unable to be made.

The undersigned, understands that the statements herein set forth above are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

August 25, 2008

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema
Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

EXHIBIT A

PLAYERS NATIONAL LOCATOR

AFFIDAVIT OF GOOD FAITH INVESTIGATION

Loan Number: 08060447-1

Attorney Firm: MARK J UDREN & ASSOCIATES

Case Number:

Subject: Esther Lines

A.K.A.: None

Last Known Address: 3744 Old Erie Pike
West Decatur, PA 16878

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 08/01/2008, 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): 177-62-2106
- B. EMPLOYMENT SEARCH:
We were unable to verify current employment for Esther Lines.
- C. INQUIRY OF CREDITORS:
Creditors indicated the last reported address for Esther Lines is 3744 Old Erie Pike, West Decatur, PA 16878 with no valid home number.

INQUIRY OF TELEPHONE COMPANY -

- A. DIRECTORY ASSISTANCE SEARCH:
Directory assistance had no listing for Esther Lines. We called (814) 765-2287 and spoke with a relative who stated Esther Lines moved from 3744 Old Erie Pike, West Decatur, PA 16878 but did not provide a forwarding address.

INQUIRY OF NEIGHBORS -

We were unable to contact any neighbors who could verify any further information.

INQUIRY OF POST OFFICE -

- A. NATIONAL ADDRESS UPDATE:
As of July 28, 2008 the National Change of Address (NCOA) has no change for Esther Lines from 3744 Old Erie Pike, West Decatur, PA 16878.

MOTOR VEHICLE REGISTRATION -

- A. MOTOR VEHICLE & DMV OFFICE:
We were unable to verify current drivers license information for Esther Lines.

OTHER INQUIRIES -

- A. DEATH RECORDS:
As of July 28, 2008 the Social Security Administration has no death record on file for Esther Lines and/or A.K.A's under the social security number 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.

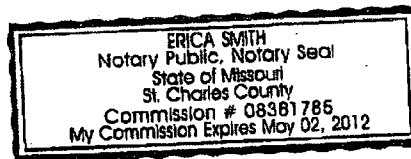
ADDITIONAL INFORMATION ON SUBJECT -

A. DATE OF BIRTH:
March 1968


AFFIANT Melissa Brower

Subscribed and sworn to before me on 08/01/2008


NOTARY PUBLIC



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

VERIFICATION

The undersigned hereby states that he/she is the Attorney for the Plaintiff in this action, that he/she is authorized to take this Verification, and that the statements made in the foregoing MOTION FOR SPECIAL SERVICE PURSUANT TO SPECIAL ORDER OF COURT are true and correct to the best of his/her knowledge, information and belief.

The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Sec 4904 relating to unsworn falsification to authorities.

Date: August 25, 2008

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE DOYLE, ESQUIRE - ID #34576

ALAN M. MINATO, ESQUIRE - ID #75860

CHANDRA M. ARKEMA, ESQUIRE - ID #203437

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400, pleadings@udren.com

HSBC Mortgage Services Inc.
Plaintiff

v.

Esther L. Lines

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 2008-1438-CD

CERTIFICATE OF SERVICE

I, hereby certify that I have served true and correct copies of the attached Motion For Special Service upon the following person(s) named herein at their last known address or their attorney of record by:

 X Regular First Class Mail
 Certified Mail
 Other

Date Served: August 25, 2008

TO: Esther L. Lines
3744 Old Erie Pike
West Decatur, PA 16878

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema
Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

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

HSBC MORTGAGE SERVICES, INC.,
Plaintiff

vs.

ESTHER L. LINES,
Defendant

*
*
*
*
*

NO. 08-1438-CD

ORDER

NOW, this 28th day of August, 2008, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon the Defendant **ESTHER L. LINES** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to 3744 Old Erie Pike, West Decatur, PA 16878;
3. By certified mail, return receipt requested, to 3744 Old Erie Pike, West Decatur, PA 16878; and
4. By posting the mortgaged premises known in this herein action as 3744 Old Erie Pike, West Decatur, PA 16878.

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

013:35/11
AUG 27 2008

William A. Shaw
Prothonotary/Clerk of Courts

300 Atty Arkema

(610)

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE DOYLE, ESQUIRE - ID #34576

ALAN M. MINATO, ESQUIRE - ID #75860

CHANDRA M. ARKEMA, ESQUIRE - ID #203437

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

HSBC Mortgage Services Inc.
Plaintiff

v.

Esther L. Lines

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 2008-1438-CD

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint on the above-captioned matter.

DATE: September 3, 2008

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

FILED
m/10:47
SEP 15 2008
Any pd. 7.00
No CC

William A. Shaw
Prothonotary/Clerk of Courts

1 Compl. Reinstated
to Sheriff

(610)

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

HSBC MORTGAGE SERVICES, INC.,
Plaintiff
vs.
ESTHER L. LINES,
Defendant

NO. 08-1438-CD

ORDER

NOW, this 28th day of August, 2008, the Plaintiff is granted leave to serve the
Complaint in Mortgage Foreclosure upon the Defendant **ESTHER L. LINES** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield
County Legal Journal;
2. By first class mail to 3744 Old Erie Pike, West Decatur, PA 16878;
3. By certified mail, return receipt requested, to 3744 Old Erie Pike,
West Decatur, PA 16878; and
4. By posting the mortgaged premises known in this herein action as
3744 Old Erie Pike, West Decatur, PA 16878.

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

I hereby certify this to be a true
and correct copy of the original
filed in the Court of Common Pleas of Clearfield County, PA.

AUG 27 2008

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
LOUIS A. SIMONI, ESQUIRE - ID #200869
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400, pleadings@udren.com

FILED
AUG 04 2008
William A. Shaw
Prothonotary/Clerk of Courts

HSBC Mortgage Services Inc.
577 Lamont Road
Elmhurst, IL 60126
Plaintiff
v.

Esther L. Lines
3744 Old Erie Pike
West Decatur, PA 16878
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 2008-1438-CD

COMPLAINT IN MORTGAGE FORECLOSURE

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.

LAWYERS REFERRAL SERVICE
David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x5982

COPY

08060447-1

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
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WOODCREST CORPORATE CENTER
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CHERRY HILL, NJ 08003-3620
856-669-5400, pleadings@udren.com

HSBC Mortgage Services Inc.
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

Esther L. Lines

Defendant(s)

NO. 2008-1438-CD

VERIFICATION OF SERVICE BY CERTIFIED MAIL AND
REGULAR MAIL PURSUANT TO COURT ORDER

The undersigned hereby verifies that he is counsel for Plaintiff in the above case and that pursuant to the Court order issued in this matter he mailed a true and correct copy of the Complaint in Mortgage Foreclosure to Defendant(s), by certified mail and regular first class mail, to the last known address of Defendant(s) as follows:

DATE MAILED: 9/18/08

Esther L. Lines
3744 Old Erie Pike
West Decatur, PA 16878

I verify that the statements made herein are true and correct and I understand that false statements made herein are subject to the penalties relating to unsworn falsification to authorities.

Dated: 9/19/08

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema
Attorneys for Plaintiff
MARK J. UDREN, ESQUIRE
STUART WINNEG, ESQUIRE
LORRAINE DOYLE, ESQUIRE
ALAN M. MINATO, ESQUIRE
CHANDRA M. ARKEMA, ESQUIRE

FILED

m 11:07 a.m. GK
SEP 23 2008 No CC

William A. Shaw
Prothonotary/Clerk of Courts

(610)

UDREN LAW OFFICES, P.C.
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD
CHERRY HILL, NJ 08003

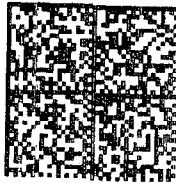
Esther L. Lines
3744 Old Erie Pike
West Dordrecht, PA 16878

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



E482 2820 0000 020E 2002
E482 2820 0000 020E 2002



Hasler

016H26519216
\$05.660
09/18/2008
Mailed From 08003
US POSTAGE

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

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

Postmark
Here

Sent To Esther L. Lines
Street, Apt. No., or PO Box No. 3744 Old Erie Pike
City, State, ZIP+4® West Dordrecht, PA 16878

PS Form 3800, August 2006

See Reverse for Instructions

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

COMPLETE THIS SECTION ON DELIVERY	
A. Signature X	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

SENDER: COMPLETE THIS SECTION	
1. Article Addressed to: Esther L. Lines 3744 Old Erie Pike West Decatur, GA 30078	
2. Article Number (7)	

2. Article Number (7)	7007 3020 0000 0782 7843
PS Form 3811, February 2004	
Domestic Return Receipt	
102595-02-M-1540	

NIKKI

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1438-CD

HSBC MORTGAGE SERVICE, INC.
VS
ESTHER L. LINES

SERVICE # 1 OF 1

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 10/15/2008 HEARING: PAGE: 104662

DEFENDANT: ESTHER L. LINES
ADDRESS: 3744 OLD ERIE PIKE
WEST DECATUR, PA 16878
ALTERNATE ADDRESS

SERVE AND LEAVE WITH: POST ON PROPERTY

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, This 25th day of Sept 08 AT 12:55 AM / PM SERVED THE WITHIN
COMPLAINT IN MORTGAGE FORECLOSURE ON ESTHER L. LINES, DEFENDANT
BY HANDING TO POSTED

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

ADDRESS SERVED 3744 OLD ERIE PIKE West Decatur

NOW, This 25th day of Sept 08 AT 12:55 AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR ESTHER L. LINES

AT (ADDRESS) 3744 OLD ERIE PIKE WEST DECATUR

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

I MAKE RETURN OF **NOT FOUND** AS TO ESTHER L. LINES

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Dep. George F. DeHaven
Deputy Signature

Dep. George F. DeHaven
Print Deputy Name

FILED
9/30/08
SEP 25 2008
William A. Shaw
Prothonotary/Clerk of Courts

UDREN LAW OFFICES, P.C.

MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

FILED

M. W. O. G. K.

OCT 30 2008

William A. Shaw
Prothonotary/Clerk of Courts

No CC

HSBC Mortgage Services Inc.

Plaintiff

v.

Esther L. Lines

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 2008-1438-CD

PRAECIPE TO FILE PROOF OF PUBLICATION

TO THE PROTHONOTARY:

Kindly file the attached Proof of Publication with regard to
the captioned matter.

DATE: October 27, 2008

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema
Attorneys for Plaintiff
MARK J. UDREN, ESQUIRE
STUART WINNEG, ESQUIRE
LORRAINE DOYLE, ESQUIRE
ALAN M. MINATO, ESQUIRE
CHANDRA M. ARKEMA, ESQUIRE

IN THE COURT
OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL ACTION-LAW
NO. 2008-1438-CD
NOTICE OF ACTION
IN MORTGAGE
FORECLOSURE
HSBC MORTGAGE
SERVICES, INC.
PLAINTIFF

vs.
ESTHER L. LINES,
DEFENDANT
TO: ESTHER L. LINES, DEFEN-
DANT, whose last known address
is 3744 Old Erie Pike, West Deca-
tur, PA 16878.

COMPLAINT IN
MORTGAGE FORECLOSURE
You are hereby notified that Plain-
tiff, HSBC MORTGAGES SER-
VICES, INC., has filed a Mortgage
Foreclosure Complaint endorsed
with a Notice to Defend, against you
in the Court of Common Pleas of
Clearfield County, Pennsylvania,
docketed to NO. 2008-1438-CD,
wherein Plaintiff seeks to foreclose
on the mortgage secured on your
property located, 3744 Old Erie
Pike, West Decatur, PA 16878,
whereupon your property would be
sold by the Sheriff of Clearfield
County.

NOTICE
YOU HAVE BEEN SUED IN
COURT. If you wish to defend
against the claims set forth in the
notice above, 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 de-
fenses 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 no-
tice 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 PA-
PER 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 THE INFORMATION ABOUT
HIRING A LAWYER. IF YOU CAN-
NOT AFFORD TO HIRE A LAW-
YER, THIS OFFICE MAY BE ABLE
TO PROVIDE YOU WITH INFOR-
MATION ABOUT AGENCIES THAT
MAY OFFER LEGAL SERVICES
TO ELIGIBLE PERSONS AT A RE-
DUCED FEE OR NO FEE.

LAWYERS REFERRAL SERVICE
David S. Meholick,
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814.765.2641 Ext. 5982
Mark J. Udren,
Attorney for Plaintiff
Udren Law Offices, P.C.
111 Woodcrest Rd., Ste. 200
Cherry Hill, NJ 08003
856.482.6900

9:29-1d-b

SEAL
Y, Notary Public
Houtzdale, Clearfield County, PA
My Commission Expires, April 7, 2011

William J Mansfield Inc
The Woods
998 Old Eagle School Rd Suite 1209
Wayne PA 19087

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA

SS:

COUNTY OF CLEARFIELD

On this 1st 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 29, 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.

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

Gary A. Knaresboro
Gary A. Knaresboro, Esquire
Editor

subscribed to before me the day and year aforesaid.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION-LAW
NO. 2008-1438-CD
NOTICE OF ACTION
IN MORTGAGE FORECLOSURE

HSBC MORTGAGE SERVICES INC.,
PLAINTIFF vs. ESTHER L. LINES,
DEFENDANT TO: ESTHER L. LINES,
DEFENDANT, whose last known address is
3744 Old Erie Pike, West Decatur, PA
79 perches to a map; thence North 64 1/2°
1° West, 120 perches to a post; thence East
West, 52 1/2 perches to a post; thence South
24 1/2 perches to a post; thence North 69°
Pennsylvania; thence South 26 1/2° West,
Susquehanna River to Indiana,
leading from the West Branch of the
BEGINNING at a pine stump at the road
and described as follows:
Bell Township, Clearfield County,
Pennsylvania, and being further bounded

CLEARFIELD COUNTY COURTHOUSE
MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY, DAVID S.
FEE
PERSONS AT A REDUCED FEE OR NO
LEGAL SERVICES TO ELIGIBLE
ABOUT AGENCIES THAT MAY OFFER
PROVIDE YOU WITH INFORMATION
LAWYER, THIS OFFICE MAY BE ABLE TO
IF YOU CANNOT AFFORD TO HIRE A
HIRING A LAWYER
YOU WITH INFORMATION ABOUT

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400
pleadings@udren.com

FILED *Any pd 20.00*
NOV 04 2008 *Notice to Def.*
Statement to Atty
S William A. Shaw
Prothonotary/Clerk of Courts

HSBC Mortgage Services Inc.
577 Lamont Road
Elmhurst, IL 60126
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County
MORTGAGE FORECLOSURE

v.

Esther L. Lines
3744 Old Erie Pike
West Decatur, PA 16878
Defendant(s)

NO. 2008-1438-CD

**PRAECIPE FOR JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against the Defendant(s) **Esther L. Lines** for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$81,069.51
Interest Per Complaint	3,578.44
From 6/21/08 to 11/4/08	
Late charges per Complaint	<u>164.56</u>
From 6/21/08 to 11/4/08	
TOTAL	<u>\$84,812.51</u>

I hereby certify that (1) the addresses of the Plaintiff and Defendant are as shown above, and (2) that notice has been given in accordance with Rule 237.1, a copy of which is attached hereto.

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema
Attorneys for Plaintiff
MARK J. UDREN, ESQUIRE
STUART WINNEG, ESQUIRE
LORRAINE DOYLE, ESQUIRE
ALAN M. MINATO, ESQUIRE
CHANDRA M. ARKEMA, ESQUIRE

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: November 4, 2008

William A. Shaw
PRO PROTHY

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

HSBC MORTGAGE SERVICES, INC.,

Plaintiff

vs.

ESTHER L. LINES,

Defendant

NO. 08-1438-CD

ORDER

NOW, this 28th day of August, 2008, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon the Defendant **ESTHER L. LINES** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to 3744 Old Erie Pike, West Decatur, PA 16878;
3. By certified mail, return receipt requested, to 3744 Old Erie Pike, West Decatur, PA 16878; and
4. By posting the mortgaged premises known in this herein action as 3744 Old Erie Pike, West Decatur, PA 16878.

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

I hereby certify this to be a true
and correct copy of the original
as the same was filed in the
court of Common Pleas of Clearfield County, PA.

AUG 27 2008

UDREN LAW OFFICES, P.C.
MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
LOUIS A. SIMONI, ESQUIRE - ID #200869
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400, pleadings@udren.com

ATTORNEY FOR PLAINTIFF

FILED
5:36 PM
AUG 04 2008
William A. Shaw
Prothonotary/Clerk of Courts

HSBC Mortgage Services Inc.
577 Lamont Road
Elmhurst, IL 60126

Plaintiff

v.

Esther L. Lines
3744 Old Erie Pike
West Decatur, PA 16878

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

NO. 2008-1438-CD

COMPLAINT IN MORTGAGE FORECLOSURE

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.

LAWYERS REFERRAL SERVICE
David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x5982

COPY

08060447-1

UDREN LAW OFFICES, P.C.
MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
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WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003
856-669-5400
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

HSBC Mortgage Services Inc.
Plaintiff

v.

Esther L. Lines
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 2008-1438-CD

TO: Esther L. Lines
3744 Old Erie Pike
West Decatur, PA 16878

Date of Notice: October 24, 2008

IMPORTANT NOTICE

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


LAWYER REFERRAL SERVICE
David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x5982

NOTIFICACION IMPORTANTE

USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER TOMADO LA ACCION REQUIRIDA DE SU PARTE EN ESTE CASO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE UN TERMINO DE DIEZ (10) DIAS DE ESTA NOTIFICACION, EL TRIBUNAL PODRA, SIN NECESIDAD DE COMPARARECER USTED EN CORTE O ESCUCHAR PREUBA ALGUNA, DICTAR SENTENCIA EN SU CONTRA, USTED PUEDE PERDER BIENES Y OTROS DERECHOS IMPORTANTES. DEBE LLEVAR ESTA NOTIFICACION A UN ABOGADO INMEDIATAMENTE SI USTED NO TIENE ABOGADO, O SI NO TIENE DINERO SUFICIENTE PARA TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA, CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL
LAWYER REFERRAL SERVICE
David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x5982

NOTICE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR AND THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.


Mark J. Udren, Esquire
Stuart Winneg, Esquire
Lorraine Doyle, Esquire
Alan M. Minato, Esquire
Chandra M. Arkema, Esquire
Louis A. Simoni, Esquire
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, New Jersey 08003-3620

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
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WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400
pleadings@udren.com

HSBC Mortgage Services Inc.
Plaintiff
v.

Esther L. Lines
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 2008-1438-CD

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF NEW JERSEY

:

SS

COUNTY OF CAMDEN

:

THE UNDERSIGNED being duly sworn, deposes and says that the averments herein are based upon investigations made and records maintained by us either as Plaintiff or as servicing agent of the Plaintiff herein and that the above Defendant(s) are not in the Military or Naval Service of the United States of America or its Allies as defined in the Servicemembers' Civil Relief Act (108 P.L. 189; 117 Stat. 2835; 2003 Enacted H.R. 100), and that the age and last known residence and employment of each Defendant are as follows:

Defendant: Esther L. Lines
Age: Over 18
Residence: As captioned above
Employment: Unknown

Chandra Arkema

Name:

Title:

ATTORNEY FOR PLAINTIFF

Company:

UDREN LAW OFFICES, P.C.

Sworn to and subscribed
before me this 4th day
of November, 2008.

Francine S. Necowitz
Notary Public

Francine S. Necowitz
Notary Public
State of New Jersey
My Commission Expires 12/20/08

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400
pleadings@udren.com

COPY

HSBC Mortgage Services Inc.
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

Esther L. Lines
Defendant(s)

NO. 2008-1438-CD

TO: Esther L. Lines
3744 Old Erie Pike
West Decatur, PA 16878

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

Prothonotary *[Signature]* 11/14/08

- ☒ Judgment by Default
- ☐ Money Judgment
- ☐ Judgment in Replevin
- ☐ Judgment for Possession
- ☐ Judgment on Award of Arbitration
- ☐ Judgment on Verdict
- ☐ Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-669-5400

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

3300

HSBC Mortgage Services, Inc.
Plaintiff(s)

No.: 2008-01438-CD

Real Debt: \$84,812.51

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Esther L. Lines
Defendant(s)

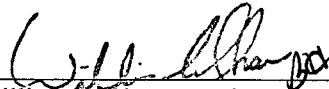
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 4, 2008

Expires: November 4, 2013

Certified from the record this 4th day of November, 2008.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
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WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400
pleadings@udren.com

HSBC Mortgage Services Inc.
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

Esther L. Lines
Defendant(s)

NO. 2008-1438-CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Please issue Writ of Execution in the above matter:

Amount due

\$84,812.51

Interest From 11/5/08

to Date of Sale _____

Ongoing Per Diem of \$26.12

to actual date of sale including if sale is
held at a later date

(Costs to be added)

\$ _____

Prothonotary costs

142.00

UDREN LAW OFFICES, P.C.

BY Chandra Arkema
Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE
STUART WINNEG, ESQUIRE
LORRAINE DOYLE, ESQUIRE
ALAN M. MINATO, ESQUIRE
CHANDRA M. ARKEMA, ESQUIRE

FILED

NOV 04 2008

William A. Shaw
Prothonotary/Clerk of Courts

Att'y pd. 20.00

1cc to Lewis

W/prop. desc.

to Sheriff

(610)

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
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WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400
pleadings@udren.com

HSBC Mortgage Services Inc.
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

Esther L. Lines
Defendant(s)

NO. 2008-1438-CD

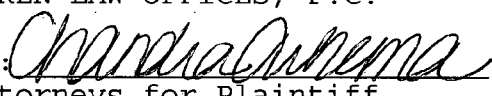
C E R T I F I C A T E

I hereby state that as 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.
- () Over 24 months delinquent.

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

UDREN LAW OFFICES, P.C.

BY: 
Attorneys for Plaintiff
MARK J. UDREN, ESQUIRE
STUART WINNEG, ESQUIRE
LORRAINE DOYLE, ESQUIRE
ALAN M. MINATO, ESQUIRE
CHANDRA M. ARKEMA, ESQUIRE

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
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856-669-5400
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HSBC Mortgage Services Inc.
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

Esther L. Lines
Defendant(s)

NO. 2008-1438-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

HSBC Mortgage Services Inc., Plaintiff in the above action, by its attorney, Mark J. Udren, ESQ., sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: 3744 Old Erie Pike, West Decatur (Boggs Township), PA 16878

1. Name and address of Owner(s) or reputed Owner(s):
Name Address

Esther L. Lines 3744 Old Erie Pike
West Decatur, PA 16878

2. Name and address of Defendant(s) in the judgment:
Name Address

SAME AS #1 ABOVE

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

None

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

HSBC Mortgage Services Inc. 577 Lamont Road
Elmhurst, IL 60126

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 and whose interest may be affected by the sale:

Name

Address

Real Estate Tax Dept.

1 North Second St., Suite 116
Clearfield, PA 16830

Domestic Relations Section

1 North Second St., Suite 116
Clearfield, PA 16830

Commonwealth of PA,
Department of Revenue

Bureau of Compliance, PO Box 281230
Harrisburg, PA 17128-1230

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

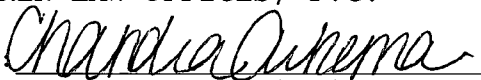
3744 Old Erie Pike
West Decatur, PA 16878

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. sec. 4904 relating to unsworn falsification to authorities.

DATED: November 4, 2008

UDREN LAW OFFICES, P.C.

BY



Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
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WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400
pleadings@udren.com

COPY

HSBC Mortgage Services Inc.
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

MORTGAGE FORECLOSURE

Esther L. Lines
Defendant(s)

NO. 2008-1438-CD

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

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

3744 Old Erie Pike
West Decatur (Boggs Township), PA 16878
SEE LEGAL DESCRIPTION ATTACHED

Amount due

\$84,812.51

142.00

Prothonotary costs

Interest From 11/5/08

to Date of Sale _____

Ongoing Per Diem of \$26.12

to actual date of sale including if sale is
held at a later date

(Costs to be added)

\$ _____

By

William L. Hays Prothonotary
Clerk

Date November 4, 2008

COURT OF COMMON PLEAS
NO. 2008-1438-CD

=====

HSBC Mortgage Services Inc.
vs.
Esther L. Lines

=====

WRIT OF EXECUTION

=====

REAL DEBT \$ 84,812.51

INTEREST \$ _____

from 11/5/08
to Date of Sale _____

Ongoing Per Diem of \$26.12
to actual date of sale including if sale is
held at a later date

COSTS PAID:

PROTHY \$ 142.00

SHERIFF \$ _____

STATUTORY \$ _____

COSTS DUE PROTHY. \$ _____

PREMISES TO BE SOLD:

3744 Old Erie Pike

West Decatur (Boggs Township), PA 16878


UDREN LAW OFFICES, P.C.

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

(856) 669-5400

pleadings@udren.com

ALL that certain piece or parcel of land situate in the Township of Boggs, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the North side of State Route #2024. Said point is sixteen and five tenths feet (16.5) from centerline of said road. Said point further described as being North sixty-one degrees, forty-six minutes, fifty seconds West (N 61° 46' 50" W), sixteen and thirty-nine hundredths feet (16.39) from the southeast corner of Grantors, Leo M. and Florence E. Thompson; thence along said Road, North sixty-one degrees, forty-four minutes, five seconds West (N 61E 44' 05" W), two hundred forty-eight and eighty-five hundredths feet (248.85) to a P. K. nail; thence along other lands of Grantors, North twelve degrees, forty-seven minutes, forty seconds East (N 12E 47' 40" E), fourteen and eighty-five hundredths feet (14.85) to an iron pin; thence still along other lands of Grantors, North twenty-three degrees, forty-two minutes, thirty seconds East (N 23E 42' 30" E), sixty-six and two hundredths feet (66.02) to an iron pin; thence still along other lands of Grantors, North four degrees, forty-five minutes ten seconds East (N 4E 45' 10" E), twenty-seven and eighty-two hundredths feet (27.82) to an iron pin; thence North twenty-three degrees, twenty-two minutes thirty seconds East (N 23E 22' 30" E), one hundred twenty-nine and seventy-one hundredths feet (129.71) to an iron pin located on the South side of an old tram road. Said point is also the northeast corner of Forest and Alda Price; thence along said tram road and other lands of Grantors, south sixty degrees, fifty-one minutes East (S 60E 51' E), one hundred seventy-seven and eighty-seven hundredths feet (177.87) to an iron pin; thence still along other lands of Grantors, South four degrees, twenty-eight minutes, ten seconds West (S 4E 28' 10" W) two hundred fifty three and sixty nine hundredths feet (258.69) to an iron pin and place of beginning. **CONTAINING** 1.1528 acres.

BEING the same premises as vested unto John Corey Cram and Nancy L. Cram, his wife, by deed of Ronnie A. Senior and Darla L. Senior, his wife, dated April 12, 1997 and recorded in Clearfield County Deed Book 1834 Page 252.

TOGETHER, with all and singular the building and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title and interest, property, claim and demand whatsoever of the said Grantors, their heirs and assigns, in law, equity, or otherwise, howsoever, in and to the same, and every party thereof.

TO HAVE AND TO HOLD the said lot or piece of ground above described, with the messuage and tenement thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

UNDER SUBJECT, NEVERTHELESS, to all exceptions, reservations, conditions and restrictions as containing in prior Deeds in the chain of title.

BEING KNOWN AS: 3744 Old Erie Pike, West Decatur, PA 16878

PROPERTY ID NO.: 105-011-143

TITLE TO SAID PREMISES IS VESTED IN ESTHER L. LINES, A SINGLE INDIVIDUAL BY DEED FROM JOHN COREY CRAM AND NANCY L. CRAM, HIS WIFE DATED 6/21/2005 RECORDED 8/9/2005 INSTRUMENT NO. 200512392.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104505
NO: 08-1438-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

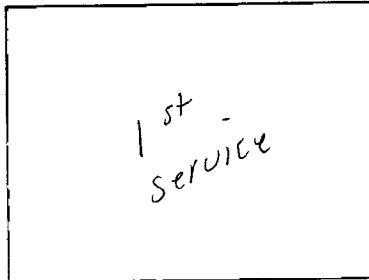
PLAINTIFF: HSBC MORTGAGE SERVICES INC.
vs.
DEFENDANT: ESTHER L. LINES

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	UDREN	117693	10.00
SHERIFF HAWKINS	UDREN	117693	26.87

⁹
FILED
0/9:00 am
JAN 06 2009
William A. Shaw
Prothonotary/Clerk of Courts



Sworn to Before Me This

_____ Day of _____ 2008

So Answers,

Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

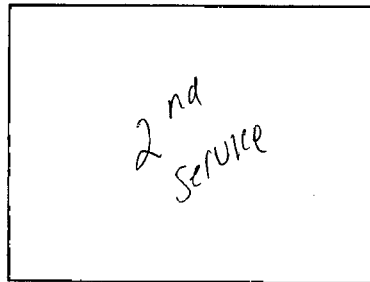
DOCKET # 104662
NO: 08-1438-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC MORTGAGE SERVICE, INC.
vs.
DEFENDANT: ESTHER L. LINES

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	UDREN	119357	10.00
SHERIFF HAWKINS	UDREN	119357	21.87



^S
FILED
09:00LM
JAN 06 2008
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,

Chester A. Hawkins
Sheriff

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400 pleadings@udren.com

HSBC Mortgage Services Inc.
577 Lamont Road
Elmhurst, IL 60126
Plaintiff

v.

Esther L. Lines
3744 Old Erie Pike
West Decatur, PA 16878

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

FILED No CC.

PA 12:30 PM
JAN 26 2009

William A. Shaw
Prothonotary/Clerk of Courts

NO. 2008-1438-CD

VERIFICATION OF SERVICE BY CERTIFIED MAIL AND
REGULAR MAIL PURSUANT TO COURT ORDER

The undersigned hereby verifies that he is counsel for Plaintiff in the above case and that pursuant to the Court order issued in this matter he mailed a true and correct copy of the Notice of Sale to Defendant(s), by certified mail and regular first class mail, to the last known address of Defendant(s) as follows:

DATE MAILED: January 16, 2009

Esther L. Lines
3744 Old Erie Pike
West Decatur, PA 16878

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


Dated: January 19, 2009

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema
Attorneys for Plaintiff
MARK J. UDREN, ESQUIRE
STUART WINNEG, ESQUIRE
LORRAINE DOYLE, ESQUIRE
ALAN M. MINATO, ESQUIRE
CHANDRA M. ARKEMA, ESQUIRE

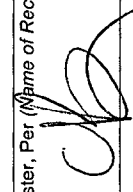
Name and Address of Sender		UDREN LAW OFFICES, P.C. 111 WOODCREST ROAD, SUITE 200 CHERRY HILL, NJ 08003 ATTN: Jessica Donahue		<input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Certified		<input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Int'l Recorded Del. <input type="checkbox"/> Express Mail		Check appropriate block for Registered Mail: <input type="checkbox"/> With Postal Insurance <input type="checkbox"/> Without postal Insurance		Affix stamp here if issued as certificate of mailing or for additional copies of this bill. Postmark and Date of Receipt				
Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (if Regis.)	Insured Value	Due Sender if COD	R.R. Fee	S.D. Fee	S.H. Fee	Rst. Del. Fee	Remarks	
1		Esther Lines 3744 Old Erie Pike West Decatur, PA 16878												
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														

016H26519216
 \$01.100
 01/16/2009
 Mailed From 08003
 US POSTAGE



1-111-1

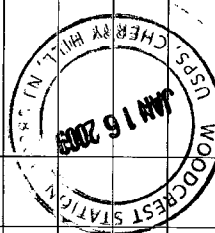
Postmaster, Per (Name of Receiving Employee)



Total number of Pieces Listed by Sender
1

Total Number of Pieces Received at Post Office
1

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and forth class parcels.



PS Form 3877, February 1994

Form Must be Completed by Typewriter, Ink or Ball Point Pen

Esther L. Lines; #08060447-1 (Clearfield)

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

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:

Esther Lines
3744 Old Erie Pike
West Decatur, PA 16878

2. Article Number

(Transfer from service label)

7007 3020 0000 0876 5540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ 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

LAW OFFICES, P.C.
T CORPORATE CENTER
JODCREST ROAD
RY HILL, NJ 08003



U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

Lines 080044711/0161E

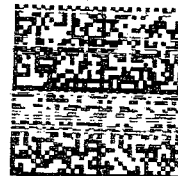
Postage	\$.42
Certified Fee	0.70
Return Receipt Fee (Endorsement Required)	0.20
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark Here

Sent To
Street, Apt. No.,
or PO Box No.
City, State, ZIP+4
Esther Lines
3744 Old Erie Pike
West Decatur, PA 16878

PS Form 3800, August 2006 See Reverse for Instructions

0455 9280 0000 020E 2002
0455 9280 0000 020E 2002



Hydraler

016H26519216
\$05.320
01/16/2009
Mailed From 08003
US POSTAGE

NOTICE OF SHERIFF'S SALE OF REAL

O: Esther L. Lines
3744 Old Erie Pike
West Decatur, PA 16878

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

HSBC Mortgage Services Inc.
577 Lamont Road
Elmhurst, IL 60126
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.
Esther L. Lines
3744 Old Erie Pike
West Decatur, PA 16878
Defendant(s)

NO. 2008-1438-CD

5
FILED NOCC
m/12:30pm
JAN 26 2009

PRAECIPE TO FILE PROOF OF SERVICE

William A. Shaw
Prothonotary/Clerk of Courts

TO THE PROTHONOTARY:

Kindly file the attached Proofs of Service with regard to
the captioned matter.

Date: January 15, 2009

UDREN LAW OFFICES, P.C.

BY Chandra Arkema
Attorneys for Plaintiff
MARK J. UDREN, ESQUIRE
STUART WINNEG, ESQUIRE
LORRAINE DOYLE, ESQUIRE
ALAN M. MINATO, ESQUIRE
CHANDRA M. ARKEMA, ESQUIRE

HSBC Mortgage Services, Inc., et. al., Plaintiff(s)
vs.
Esther L. Lines, et. al., Defendant(s)



Service of Process by
APS International, Ltd.
1-800-328-7171

APS International Plaza
7800 Glenroy Rd.
Minneapolis, MN 55439-3122

APS File #: 094282-0001

AFFIDAVIT OF SERVICE – Individual

Service of Process on:

--Esther L. Lines, by posting
Court Case No. 2008-1438-CD

UDREN LAW OFFICES
Ms Jessica Domahue
111 Woodcrest Rd, Ste 200
Cherry Hill, NJ 08003-3620

State of: Pennsylvania ss.

County of: Blair

Name of Server: Thomas P. Chatham, undersigned, being duly sworn, deposes and says
that at the time of service, s/he was of legal age and was not a party to this action;

Date/Time of Service: that on the 14th day of January, 2009, at 8:53 o'clock P.M

Place of Service: at 3744 Old Erie Pike, in West Decatur, PA 16878

Documents Served: the undersigned served the documents described as:
Notice of Sheriff's Sale of Real Property w/ Order

Service of Process on: A true and correct copy of the aforesaid document(s) was served on:
Esther L. Lines, by posting

Person Served, and
Method of Service:

- ☐ By personally delivering them into the hands of the person to be served.
- ☐ By delivering them into the hands of _____, a person
of suitable age, who verified, or who upon questioning stated, that he/she resides with
Esther L. Lines, by posting
at the place of service, and whose relationship to the person is: _____

Description of Person Receiving Documents: The person receiving documents is described as follows:

Sex ____; Skin Color ____; Hair Color ____; Facial Hair ____
Approx. Age ____; Approx. Height ____; Approx. Weight ____

- ☐ To the best of my knowledge and belief, said person was not engaged in the US Military at
the time of service.

Signature of Server: Undersigned declares under penalty of perjury
that the foregoing is true and correct.

Signature of Server

APS International, Ltd.

Subscribed and sworn to before me this

15th day of JANUARY, 2009

Marilyn A. Campbell
Notary Public (Commission Expires)

12-6-11

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Marilyn A. Campbell, Notary Public
City Of Altoona, Blair County
My Commission Expires Dec. 6, 2011
Member, Pennsylvania Association of Notaries

UDREN LAW OFFICES, P.C.
MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

HSBC Mortgage Services Inc.
577 Lamont Road
Elmhurst, IL 60126
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.
Esther L. Lines
3744 Old Erie Pike
West Decatur, PA 16878
Defendant(s)

NO. 2008-1438-CD

PRAECIPE TO FILE PROOF OF PUBLICATION

TO THE PROTHONOTARY:

Kindly file the attached Proof of Publication with regard to
the captioned matter.

DATE: February 10, 2009

UDREN LAW OFFICES, P.C.

BY: 

Attorneys for Plaintiff
MARK J. UDREN, ESQUIRE
STUART WINNEG, ESQUIRE
LORRAINE DOYLE, ESQUIRE
ALAN M. MINATO, ESQUIRE
CHANDRA M. ARKEMA, ESQUIRE

FILED ^{no} _{cc}
MID 578
FEB 13 2009

William A. Shaw
Prothonotary/Clerk of Courts

**NOTICE OF ACTION
IN MORTGAGE FORECLOSURE**

IN THE COURT OF COMMON PLEAS
IN AND FOR THE COUNTY OF CLEARFIELD
twenty-eight minutes, ten seconds
West (S. 4° 28' 10" W.) two hun-
dred fifty three and sixty-nine hun-
dredths feet (253.69) to an iron pin
and place of beginning. CONTAIN-
ING 1.1528 acres.

BEING the same premises as
vested unto John Corey Cram and
Nancy L. Cram, his wife, by deed of
Ronnie A. Senior and Darla L. Sen-
ior, his wife, dated April 12, 1997
and recorded in Clearfield County
Deed Book 1834 Page 252.

TOGETHER, with all and singular
the building and improvements,
ways, streets, alleys, passages,
waters; water-courses, rights, lib-
erties, privileges, hereditaments
and appurtenances, whatsoever
unto the hereby granted premises
belonging, or in any wise appertain-
ing, and the reversions and remain-

Fun Time

For Sale

Remember Classifieds.

1-8-15-22-b
CLEARFIELD, PA 16830
P.O. BOX 670
318 EAST LOCUST STREET
BELL, SILBERBLATT & WOOD
RICHARD A. BELL, ESQUIRE
OR:
Morrisdale, PA 16858
151 Maguire Lane
Michael H. Maguire, Executor
relayed to:
to make known the same without
he said decedent, are requested
ceased and all persons indebted to
road, Morrisdale, PA 16858 de-
SUIRE, late of 2724 Deer Creek

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS:

On this 29th day of January, A.D. 20 09,
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 January 22, 2009.
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

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :
:
:
COUNTY OF CLEARFIELD :

On this 23rd day of January AD 2009, before me
Public in and for said County and State, personally at
Knaresboro editor of the Clearfield County Legal Journal
Clearfield County, and that the annexed is a true copy
advertisement published in said publication in the record
January 23, 2009, Vol. 21, No. 4. And that all of the
as to the time, place, and character of the publication

Sworn and subscribed to before me the day and

Sharon J. Pusey
Notary Public
My Commission Expires

NOTARIAL SEAL
SHARON J. PUSEY, Notary Public
Houtzdale, Clearfield County, PA
My Commission Expires, April 7, 2011

WILLIAM J MANSFIELD INC
THE WOODS
998 OLD EAGLE SCHOOL RD SUITE 1209
WAYNE PA 19087

NOTICE OF ACTION IN MORTGAGE FORECLOSURE IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA CIVIL ACTION-LAW NO. 2008-1438-CD

HSBC Mortgage Services Inc., 577
Lament Road, Elmhurst, IL 60126,
PLAINTIFF Vs. Esther L. Lines, 3744 Old
Erie Pike, West Decatur, PA 16878,
DEFENDANT.

NOTICE OF SALE OF REAL
PROPERTY TO: Esther L. Lines, DEFENDANT,
3744 Old Erie Pike, West Decatur, PA
16878.

Your house (real estate) at 3744 Old
Erie Pike, West Decatur (Boggs Township),
PA 16878 is scheduled to be sold at the
Sheriff's Sale on March 6, 2009 at 10:00
A.M. in the 1 North Second Street, Suite 116
Clearfield, PA 16830, to enforce the court
judgment of 84,812.51, obtained by Plaintiff
above (the mortgagee) against you. If the
sale is postponed, the property will be
relisted for the Next Available Sale.

ALL that certain piece or parcel of land
situate in the Township of Boggs, County of
Clearfield and State of Pennsylvania,
bounded and described as follows:

BEGINNING at an iron pin located on
the North side of State of Route #2024. Said
point is sixteen and five tenths feet (16.5)
from the centerline of said road. Said point
further described as being North sixty-one
degrees, forty six minutes, fifty seconds
West (N 61 degrees 46' 50" W), sixteen and
sp thirty-nine hundredths feet (16.39) from the
southeast corner of Grantors, Leo M. and
Florence E. Thompson; thence along said
Road, north sixty-one degrees, forty-four
minutes, five seconds West (N 61E 44'
05"W), two hundred forty-eight and eighty-
five hundredths feet (248.85) to a P.K. rail;
thence along other lands of Grantors, north
twelve degrees, forty-seven minutes, forty
seconds East (N 12E 47' 40" E), fourteen
and eighty-five hundredths feet (14.85) to an
iron pin; thence still along other lands of
Grantors, north twenty-three degrees, forty-
two minutes, thirty seconds East (N 23E 42'
30" E), sixty-six and two hundredths feet
(66.02) to an iron pin; thence still along other
lands of Grantors, north four degrees, forty-
five minutes ten seconds East (N 4E 45' 10"
E), Sixty-six and two hundredths feet (66.02)
to an iron pin; thence still along other lands
of Grantors, North four degrees, forty-five
minutes ten seconds East (N 4E 45' 10" E),
twenty-seven and eighty-two hundredths
feet (27.82) to an iron pin; thence North
thirty-three degrees, twenty-two minutes
Thirty seconds East (N 33E 22' 30" E), one
hundred twenty-nine and seventy-one
hundredths feet (129.71) to an iron pin
located on the South side of an old tram
road. Said point is also the northeast corner
of Forest and Aids Price; thence along the
tram road and other lands of Grantors

FILED

FEB 13 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20881
NO: 08-1438-CD

PLAINTIFF: HSBC MORTGAGE SERVICES, INC.

vs.

DEFENDANT: ESTER L. LINES

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 11/4/2008

LEVY TAKEN 12/2/2008 @ 11:02 AM

POSTED 12/2/2008 @ 11:03 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 4/6/2009

DATE DEED FILED **NOT SOLD**

FILED

013:41/87
APR 06 2009

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

12/23/2008 @ SERVED ESTHER L. LINES

SERVED ESTHER L. LINES, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 3744 OLD ERIE PIKE, WEST DECATUR, PENNSYLVANIA CERT #70060810000145074999 SIGNED FOR BY HOWARD P. CONKLIN

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

@ SERVED

NOW, JANUARY 12, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR FEBRUARY 6, 2009 TO MARCH 6, 2009 DUE TO SERVICE.

@ SERVED

NOW, FEBRUARY 12, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR MARCH 6, 2009 DUE TO CHARGE-OFF.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20881
NO: 08-1438-CD

PLAINTIFF: HSBC MORTGAGE SERVICES, INC.

VS.

DEFENDANT: ESTER L. LINES

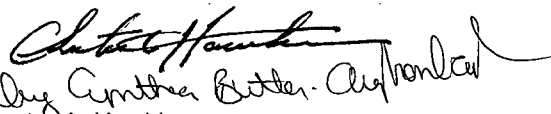
Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$207.70

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,


Chester A. Hawkins
Sheriff

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400
pleadings@udren.com

HSBC Mortgage Services Inc.
Plaintiff

v.

Esther L. Lines
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 2008-1438-CD

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

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

3744 Old Erie Pike
West Decatur (Boggs Township), PA 16878
SEE LEGAL DESCRIPTION ATTACHED

Amount due

\$84,812.51

142.00 Prothonotary costs

Interest From 11/5/08

to Date of Sale

Ongoing Per Diem of \$26.12

to actual date of sale including if sale is
held at a later date

(Costs to be added)

\$

By

Prothonotary

Clerk

Date

November 4, 2008

Received this writ this 4th day
of November A.D. 2008
At 3:00 P.M.

Charles A. Hawkins
Sheriff of Clearfield County

COURT OF COMMON PLEAS
NO. 2008-1438-CD

=====

HSBC Mortgage Services Inc.
vs.
Esther L. Lines

=====

=====

WRIT OF EXECUTION

=====

REAL DEBT \$ 84,812.51

INTEREST \$ _____

from 11/5/08
to Date of Sale _____
Ongoing Per Diem of \$26.12
to actual date of sale including if sale is
held at a later date

COSTS PAID:

PROTHY \$ 142.00

SHERIFF \$ _____

STATUTORY \$ _____

COSTS DUE PROTHY. \$ _____

PREMISES TO BE SOLD:

3744 Old Erie Pike

West Decatur (Boggs Township), PA 16878



UDREN LAW OFFICES, P.C.

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

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(856) 669-5400

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ALL that certain piece or parcel of land situate in the Township of Boggs, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the North side of State Route #2024. Said point is sixteen and five tenths feet (16.5) from centerline of said road. Said point further described as being North sixty-one degrees, forty-six minutes, fifty seconds West (N 61° 46' 50" W), sixteen and thirty-nine hundredths feet (16.39) from the southeast corner of Grantors, Leo M. and Florence E. Thompson; thence along said Road, North sixty-one degrees, forty-four minutes, five seconds West (N 61E 44' 05" W), two hundred forty-eight and eighty-five hundredths feet (248.85) to a P. K. nail; thence along other lands of Grantors, North twelve degrees, forty-seven minutes, forty seconds East (N 12E 47' 40" E), fourteen and eighty-five hundredths feet (14.85) to an iron pin; thence still along other lands of Grantors, North twenty-three degrees, forty-two minutes, thirty seconds East (N 23E 42' 30" E), sixty-six and two hundredths feet (66.02) to an iron pin; thence still along other lands of Grantors, North four degrees, forty-five minutes ten seconds East (N 4E 45' 10" E), twenty-seven and eighty-two hundredths feet (27.82) to an iron pin; thence North twenty-three degrees, twenty-two minutes thirty seconds East (N 23E 22' 30" E), one hundred twenty-nine and seventy-one hundredths feet (129.71) to an iron pin located on the South side of an old tram road. Said point is also the northeast corner of Forest and Alda Price; thence along said tram road and other lands of Grantors, south sixty degrees, fifty-one minutes East (S 60E 51' E), one hundred seventy-seven and eighty-seven hundredths feet (177.87) to an iron pin; thence still along other lands of Grantors, South four degrees, twenty-eight minutes, ten seconds West (S 4E 28' 10" W) two hundred fifty three and sixty nine hundredths feet (258.69) to an iron pin and place of beginning. **CONTAINING 1.1528 acres.**

BEING the same premises as vested unto John Corey Cram and Nancy L. Cram, his wife, by deed of Ronnie A. Senior and Darla L. Senior, his wife, dated April 12, 1997 and recorded in Clearfield County Deed Book 1834 Page 252.

TOGETHER, with all and singular the building and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title and interest, property, claim and demand whatsoever of the said Grantors, their heirs and assigns, in law, equity, or otherwise, howsoever, in and to the same, and every party thereof.

TO HAVE AND TO HOLD the said lot or piece of ground above described, with the messuage and tenement thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

UNDER SUBJECT, NEVERTHELESS, to all exceptions, reservations, conditions and restrictions as containing in prior Deeds in the chain of title.

BEING KNOWN AS: 3744 Old Erie Pike, West Decatur, PA 16878

PROPERTY ID NO.: 105-011-143

TITLE TO SAID PREMISES IS VESTED IN ESTHER L. LINES, A SINGLE INDIVIDUAL BY DEED FROM JOHN COREY CRAM AND NANCY L. CRAM, HIS WIFE DATED 6/21/2005 RECORDED 8/9/2005 INSTRUMENT NO. 200512392.

UDREN LAW OFFICES, P.C.
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NEW JERSEY 08003-3620
856. 669. 5400

FAX: 856. 669. 5399

PENNSYLVANIA OFFICE
215-568-9500

MARK J. UDREN*
STUART WINNEG**
LORRAINE DOYLE**
ALAN M. MINATO***
CHANDRA M. ARKEMA***
*ADMITTED NJ, PA, FL
**ADMITTED PA
***ADMITTED NJ, PA
TINA MARIE RICH
OFFICE ADMINISTRATOR

FREDDIE MAC
PENNSYLVANIA
DESIGNATED COUNSEL

PLEASE RESPOND TO NEW JERSEY OFFICE

February 12, 2009

Sent via telefax #814-765-5915

Clearfield County Sheriff's Office
1 North Second Street, Suite 116
Clearfield, PA 16830
ATTN: Cindy

Re: HSBC Mortgage Services Inc.
vs.
Esther L. Lines
Clearfield County C.C.P. No. 2008-1438-CD
Premises: 3744 Old Erie Pike
West Decatur (Boggs Township), PA 16878
SS Date: March 13, 2009

Dear Cindy:

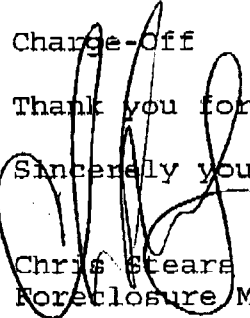
Please stay the Sheriff's Sale scheduled for March 13, 2009.

Sale is Stayed for the following reason:

Charge-Off

Thank you for your attention to this matter.

Sincerely yours,


Chris Stears
Foreclosure Manager

/jld

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME ESTHER L. LINES

NO. 08-1438-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 Ester L. Lines 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	15.00
MILEAGE	12.87
LEVY	15.00
MILEAGE	12.87
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	11.96
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	20.00
MISCELLANEOUS	

TOTAL SHERIFF COSTS \$207.70

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	84,812.51
INTEREST @ 26.1200	3,160.52
FROM 11/05/2008 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	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$87,993.03

COSTS:

ADVERTISING	682.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	207.70
LEGAL JOURNAL COSTS	162.00
PROTHONOTARY	142.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$1,193.70

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

HSBC MORTGAGE SERVICES, INC.,
Plaintiff

vs.

ESTHER L. LINES,
Defendant

NO. 08-1438-CD

ORDER

NOW, this 28th day of August, 2008, the Plaintiff is granted leave to serve the
Complaint in Mortgage Foreclosure upon the Defendant **ESTHER L. LINES** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield
County Legal Journal;
2. By first class mail to 3744 Old Erie Pike, West Decatur, PA 16878;
3. By certified mail, return receipt requested, to 3744 Old Erie Pike,
West Decatur, PA 16878; and
4. By posting the mortgaged premises known in this herein action as
3744 Old Erie Pike, West Decatur, PA 16878.

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

I hereby certify that to be a true
and correct copy of the original
filed in the office of the Prothonotary

AUG 27 2008

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>	<p>A. Signature <div style="border-bottom: 1px solid black; width: 150px; margin: 5px 0;"> <i>X Howard P Conklin</i> </div> <div style="text-align: right; margin-top: 5px;"> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee </div> </p> <p>B. Received by (Printed Name) <div style="border-bottom: 1px solid black; width: 150px; margin: 5px 0;"> <i>Howard P Conklin</i> </div> </p> <p>C. Date of Delivery <div style="border-bottom: 1px solid black; width: 100px; margin: 5px 0;"> <i>12-22-08</i> </div> </p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No </p>
<p>1. Article Addressed to:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0; text-align: center;"> <p>ESTER L. LINES 3744 OLD ERIE PIKE WEST DECATUR, PA 16878</p> </div>	<p>3. Service Type</p> <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail </div> <div> <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D. </div> </div>
<p>2. Article Number <small>(Transfer from service label)</small></p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<div style="display: flex; justify-content: space-between; align-items: center;"> <div> <p>PS Form 3800, February 2002</p> </div> <div style="border: 1px solid black; padding: 5px; text-align: center; flex-grow: 1;"> <p>7006 0810 0001 4507 4999</p> </div> <div> <p>Domestic Return Receipt</p> </div> </div>	

7006 0810 0001 4507 4999

U.S. Postal Service™

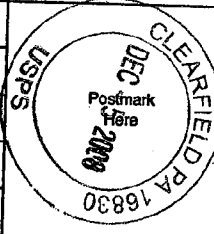
CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee <small>(Endorsement Required)</small>	
Restricted Delivery Fee <small>(Endorsement Required)</small>	
Total Postage & Fees	\$ <i>5.49</i>



Sent To

ESTER L. LINES

3744 OLD ERIE PIKE

WEST DECATUR, PA 16878

PS Form 3800, June 2002

See Reverse for Instructions

UDREN LAW OFFICES, P.C.
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NEW JERSEY 08003-3620
856.669.5400
FAX: 856.669.5399

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TINA MARIE RICH
OFFICE ADMINISTRATOR

FREDDIE MAC
PENNSYLVANIA
DESIGNATED COUNSEL

PENNSYLVANIA OFFICE
215-368-9300

PLEASE RESPOND TO NEW JERSEY OFFICE

January 8, 2009

Sent via telefax #814-765-5915

Clearfield County Sheriff's Office
1 North Second Street, Suite 116
Clearfield, PA 16830
ATTN: Cindy

Re: HSBC Mortgage Services Inc.
vs.
Esther L. Lines
Clearfield County C.C.P. No. 2008-1438-CD
Premises: 3744 Old Erie Pike
West Decatur (Boggs Township), PA 16878
SS Date: February 6, 2009

Dear Cindy:

Please Postpone the Sheriff's Sale scheduled for February 6, 2009
to March 6, 2009.

Sale is Postponed for the following reason:

Service

Thank you for your attention to this matter.

Sincerely yours,

Chris Stears
Chris Stears
Foreclosure Manager

/jld

UDREN LAW OFFICES, P.C.
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NEW JERSEY 08003-3620

856. 669. 5400

FAX: 856. 669. 5399

PENNSYLVANIA OFFICE
215-568-9500

MARK J. UDREN*
STUART WINNEG**
LORRAINE DOYLE**
ALAN M. MINATO***
CHANDRA M. ARKEMA***
*ADMITTED NJ, PA, FL
**ADMITTED PA
***ADMITTED NJ, PA
TINA MARIE RICH
OFFICE ADMINISTRATOR

FREDDIE MAC
PENNSYLVANIA
DESIGNATED COUNSEL

PLEASE RESPOND TO NEW JERSEY OFFICE

February 12, 2009

Sent via telefax #814-765-5915

Clearfield County Sheriff's Office
1 North Second Street, Suite 116
Clearfield, PA 16830
ATTN: Cindy

Re: HSBC Mortgage Services Inc.
vs.
Esther L. Lines
Clearfield County C.C.P. No. 2008-1438-CD
Premises: 3744 Old Erie Pike
West Decatur (Boggs Township), PA 16878
SS Date: March 13, 2009

Dear Cindy:

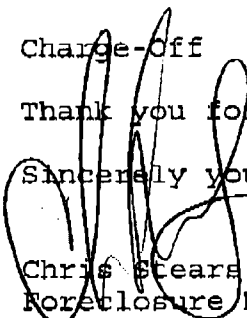
Please Stay the Sheriff's Sale scheduled for March 13, 2009.

Sale is Stayed for the following reason:

Charge-Off

Thank you for your attention to this matter.

Sincerely yours,


Chris Stearns
Foreclosure Manager

/jld