

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

FILED

Atty Paid 95.00

m 11:58 a.m. G.C. NO CC
SEP 19 2008 4 COMPL. TO SHFF

William A. Shaw
Prothonotary/Clerk of Courts

856-669-5400

pleadings@udren.com

HSBC Bank USA, N.A.
961 Weigel Drive
Elmhurst, IL 60126
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

v.

Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
107 6th Avenue
Altoona, PA 16601
Defendant(s)

NO. 2008 - 1766 - 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.

October 29, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

W. A. Shaw
Deputy Prothonotary

Nov. 5, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

W. A. Shaw
Deputy Prothonotary

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 x 5982

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. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x 5982**

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 Bank USA, N.A.

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: 165 Lyle Lane

MUNICIPALITY/TOWNSHIP/BOROUGH: Beccaria Township

COUNTY: Clearfield

DATE EXECUTED: 12/19/07

DATE RECORDED: 12/26/07 INSTRUMENT NO.: 200721100

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 7/12/08:

Principal of debt due	\$53,110.16
Unpaid Interest at 6.875% from 3/01/08 to 7/12/08 (the per diem interest accruing on this debt is \$10.00 and that sum should be added each day after 7/12/08)	1,327.16
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$99.44 and that sum should be added on the first of each month after 7/12/08)	126.80
Late Charges (monthly late charge of \$17.47 should be added in accordance with the terms of the note each month after 7/12/08)	52.41
Additional Fees	37.50
Mortgage Insurance	23.94
Attorneys Fees (anticipated and actual to 5% of principal)	<u>2,655.51</u>
TOTAL	\$57,938.48

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 \$57,938.48 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: 

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 lot or parcel of ground situate in the Township of Beccaria, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows:

Having the Tax Map No. 101-H18-675-2 as found in the records of the
Assessment Office of Clearfield County, Pennsylvania and
being assessed as 2 Houses & 1.5 acres.

August 11, 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.

EXHIBIT A

HOMEOWNER'S NAME(S): Gloria Hockenberry
PROPERTY ADDRESS: 165 Lyle Lane
Coalport PA 16627
LOAN ACCT. NO.: 4554420
ORIGINAL LENDER: HSBC Mortgage Corporation
CURRENT LENDER: HSBC Bank, USA

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:

165 Lyle Lane
Coalport PA 16627

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 \$448.93 for April 1, 2008 through August 1, 2008 = \$2244.65

Monthly Late Charges of \$17.47 for April 1, 2008 through July 1, 2008 = \$69.88

Other charges (explain/itemize): Escrow Advance = \$126.80

Other Fee = \$37.50

TOTAL AMOUNT PAST DUE: \$2478.83

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 \$2478.83, 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:	<u>HSBCNY</u>
Address:	<u>961 Weigel Drive</u> <u>Elmhurst IL 60126</u>
Phone Number:	<u>888-245-9318</u>
Fax Number:	<u>630-617-7145</u>
Contact Person:	<u>Customer Service</u>

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

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

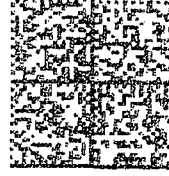
Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX (412) 465-5118

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**

016H26519216
\$05.490
08/11/2008
Mailed From 08003
US POSTAGE

12121



CERTIFIED MAIL

PLACE SLICKER AT TOP OF ENVELOPE TO INSURE
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

ALWAYS SHAKER ATTEND DEVELOPE TO THE RIGHT

11

Handwritten signature: *[Illegible]*

3

[illegible]

and

2

11

“

1910

11/12

5

1

三

11

22/11/17

200/50

100

Year	Population	Population	Population
1990	100	100	100
1995	100	100	100
2000	100	100	100
2005	100	100	100
2010	100	100	100
2015	100	100	100
2020	100	100	100
2025	100	100	100
2030	100	100	100
2035	100	100	100
2040	100	100	100
2045	100	100	100
2050	100	100	100
2055	100	100	100
2060	100	100	100
2065	100	100	100
2070	100	100	100
2075	100	100	100
2080	100	100	100
2085	100	100	100
2090	100	100	100
2095	100	100	100
2100	100	100	100

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	
Certified Fee \$ 5.59	Return Receipt Fee \$ 2.70
Restricted Delivery Fee \$ 0.00	Endorsement Required \$ 0.00
Total Postage & Fees \$ 5.59	Postmark Here
Signature of Addressee (Required for Certified Mail)	
City, State, ZIP+4®	
Street, Apt. No., or PO Box No.	
ZIP+4®	
See Reverse for Instructions	

7007	3020	0000	0874	9960
7007	3020	0000	0874	9960

11. 12. 21. Being at Gloria Hochenberg Decades

Управление

107 6th Ave
Detroit Dt 16601

MS A.9.2.10-12

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 2003 (Reverse) PSN 7530-02-000-9047

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
1. Article Addressed to: Unknown, Kinote Colonie Hochensberg 1076 W. 1601 Albion, Pa 16001		A. Signature ☒ Agent ☐ Addressee	
2. Article Number (Transfer from service) 7007 3020 0000 0874 9760		B. Received by (Printed Name) C. Date of Delivery	
3. Service Type ☒ Certified Mail ☐ Registered ☐ Insured Mail ☐ Express Mail ☒ Return Receipt for Merchandise ☐ C.O.D.		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
4. Restricted Delivery? (Extra Fee) ☐ Yes			

102535-02-M-1540

Domestic Return Receipt

PS Form 3811, February 2004

016H26519216
\$05.490
08/11/2008
Mailed From 08003
US POSTAGE

Rockenberry School

Unknown items to Gloria
165 Lyle Lane
Coconut Dr 16627

08670209-124

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)		OFFICIAL USE For delivery information, visit our website at www.usps.com .	
Postmark Here		\$ 34	
Certified Postage		\$ 34	
Return Receipt Fee (Endorsement Required)		\$ 0.70	
Restricted Delivery Fee (Endorsement Required)		\$ 0.00	
Total Postage & Fees		\$ 34.70	
San Antonio, TX 78201 165 E. 16th St. Street Apt. No. or PO Box No. City, State, ZIP+4		7007 3020 0000 0874 9977	
03700000 August 2006 See Reverse for Instructions		7007 3020 0000 0874 9977	

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.

Article Addressed to:

*Unknown
Global Storage Systems
165 Kyle Lane
Coalport Pa 16627*

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 Mail	☐ Yes

Article Number
7007 3020 0000 0874 9977

(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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

68070209-1 Net

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com
OFFICIAL USE

Postage	\$ 5.79
Certified Fee	8.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.79

Postmark Here

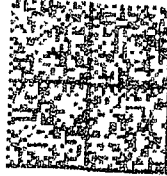
Sent to: *Gloria Hockenberry*
 Street, Apt. No. or PO Box No.: *145 Lefe Lane*
 City, State, ZIP+4: *Coalport Pa 16627*

PS Form 3800, August 2006[®] See Reverse for Instructions

9066 4280 0000 0202 2002
 8066 4280 0000 0202 2002



CERTIFIED MAIL[®]
 PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. TOLD AT POST OFFICE



Hazler

016H26519216
\$05.490
 08/11/2008
 Mailed From 08003
US POSTAGE

Gloria Hockenberry
145 Lefe Lane
Coalport Pa 16627

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 2003 (Reverse) PSN 7530-02-000-9047

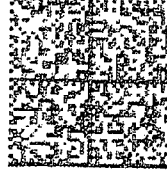
SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
1. Article Addressed to: <i>145 Lyle Lane</i> <i>Coastport PA 16627</i> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		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:	
2. Article Number (Transfer from service /s) 7007 3020 0000 0874 9908		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☒ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	
PS Form 3811, February 2004		4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No	

102595-02-M-1540

UDREN LAW OFFICES, P.C.
 WOODCREST CORPORATE CENT^{RY} R
 111 WOODCREST ROAD
 CHERRY HILL, NJ 08003

016H426519216
\$05.490
 08/11/2008
 Mailed From 08003
US POSTAGE

Hasler



U.S. Postal Service TM		CERTIFIED MAIL [®] RECEIPT		(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our Website at www.usps.com [®]					
OFFICIAL USE					
Postage	\$	39			
Certified Fee		2.70			
Return Receipt Fee (Endorsement Required)		2.20			
Restricted Delivery Fee (Endorsement Required)					
Total Postage & Fees	\$	5.49			
Sent to: Gloria Hesterberry					
Street Apt. No. 107 6th Ave					
City, State Zip+4 Atlanta GA 30309					
PS Form 3800, August 2006 See Reverse for Instructions					

6E66 4290 0000 020E 2002
 6E66 4290 0000 020E 2002
 6E66 4290 0000 020E 2002
 6E66 4290 0000 020E 2002



CERTIFIED MAIL[®]
 PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

Gloria Hesterberry
107 6th Ave
Atlanta GA 30309

9807162219- 204

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.

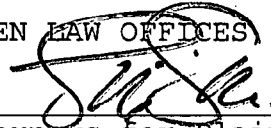
PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
1. Article Addressed to: <i>Monica Haddenberry</i> <i>1076 W. Gur</i> <i>Alhambra, CA 91701</i>		A. Signature ☒ Agent ☐ B. Received by (Printed Name) ☐ Addressee ☐ C. Date of Delivery	
2. Article Number (Transfer from service) 7007 3020 0000 0874 9939		D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below:	
3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☒ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.		4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No	
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540			

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 take 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: 
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: 08-1766-CD

HSBC BANK USA, N.A.

vs

SERVICE # 1 OF 4

GLORIDA HOCKENBERRY, last record owner, JEFF HOCKENBERRY, known heir of Gloria Hockenberry
LARRY HOCKENBERRY, known heir of Gloria Hockenberry

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 10/19/2008

HEARING:

PAGE: 104682

DEFENDANT: JEFF HOCKENBERRY

ADDRESS: 165 LYLE LANE
COALPORT, PA 16627

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

FILED

OCT 02 2008

William A. Shaw
Prothonotary/Clerk of Courts

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON JEFF HOCKENBERRY, 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 JEFF HOCKENBERRY

AT (ADDRESS) _____

NOW 10-1-08 AT 10:19 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO JEFF HOCKENBERRY

REASON UNABLE TO LOCATE House Empty

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy Signature

Print Deputy Name

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

HSBC Bank USA, N.A.
961 Weigel Drive
Elmhurst, IL 60126
Plaintiff

v.

Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
107 6th Avenue
Altoona, PA 16601
Defendant(s)

ATTORNEY FOR PLAINTIFF

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

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

NO. 2008-1766-CD

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

SEP 19 2008

COMPLAINT IN MORTGAGE FORECLOSURE "test."

William A. Shaw
Prothonotary/
Clerk of Courts

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 x 5982

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. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x 5982**

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 Bank USA, N.A.

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: 165 Lyle Lane

MUNICIPALITY/TOWNSHIP/BOROUGH: Beccaria Township

COUNTY: Clearfield

DATE EXECUTED: 12/19/07

DATE RECORDED: 12/26/07 INSTRUMENT NO.: 200721100

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 7/12/08:

Principal of debt due	\$53,110.16
Unpaid Interest at 6.875% from 3/01/08 to 7/12/08 (the per diem interest accruing on this debt is \$10.00 and that sum should be added each day after 7/12/08)	1,327.16
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$99.44 and that sum should be added on the first of each month after 7/12/08)	126.80
Late Charges (monthly late charge of \$17.47 should be added in accordance with the terms of the note each month after 7/12/08)	52.41
Additional Fees	37.50
Mortgage Insurance	23.94
Attorneys Fees (anticipated and actual to 5% of principal)	<u>2,655.51</u>
TOTAL	\$57,938.48

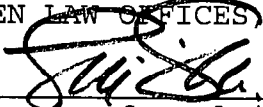
7. The attorney's fee set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the 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 \$57,938.48 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: 

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 lot or parcel of ground situate in the Township of Beccaria, County of Clearfield,
and Commonwealth of Pennsylvania, bounded and described as follows:

Having the Tax Map No. 101-H18-675-2 as found in the records of the
Assessment Office of Clearfield County, Pennsylvania and
being assessed as 2 Houses & 1.5 acres.

August 11, 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.

EXHIBIT A

HOMEOWNER'S NAME(S): Gloria Hockenberry
PROPERTY ADDRESS: 165 Lyle Lane
Coalport PA 16627
LOAN ACCT. NO.: 4554420
ORIGINAL LENDER: HSBC Mortgage Corporation
CURRENT LENDER: HSBC Bank, USA

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:

165 Lyle Lane
Coalport PA 16627

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 \$448.93 for April 1, 2008 through August 1, 2008 = \$2244.65

Monthly Late Charges of \$17.47 for April 1, 2008 through July 1, 2008 = \$69.88

Other charges (explain/itemize): Escrow Advance = \$126.80

Other Fee = \$37.50

TOTAL AMOUNT PAST DUE: \$2478.83

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 \$2478.83, 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:**

Lidren 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:	<u>HSBCNY</u>
Address:	<u>961 Weigel Drive</u> <u>Elmhurst IL 60126</u>
Phone Number:	<u>888-245-9318</u>
Fax Number:	<u>630-617-7145</u>
Contact Person:	<u>Customer Service</u>

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

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

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

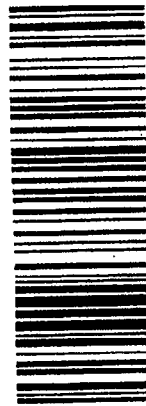
Postage	\$ 59
Certified Fee	\$ 30
Return Receipt Fee (Endorsement Required)	\$ 20
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 109

Postmark Here

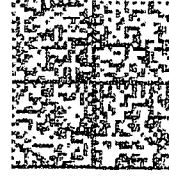
Sent by First-class Mail to
 Gloria Hochensberg Decore
 107 6th Ave
 Detroit, MI 48201
 City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

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



9966 4280 0000 020E 2002
 9966 4280 0000 020E 2002



016H26519216
\$05.490
 08/11/2008
 Mailed From 08003
US POSTAGE

CERTIFIED MAIL

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

Unperson Thins to Gloria Hochensberg Decore

107 6th Ave

Detroit MI 48201

107 6th Ave

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	
1. Article Addressed to: <i>Unknown, Kinote</i> <i>Clotilde Hochenberg</i> <i>107 W. 1601</i> <i>Albion Rd 1601</i>		A. Signature ☒ Agent ☐ Addressee	C. Date of Delivery
2. Article Number (Transfer from service) PS Form 3811, February 2004		D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below:	
3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☒ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.		4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No	
7007 3020 0000 0874 9960		102595-02-M-1540	

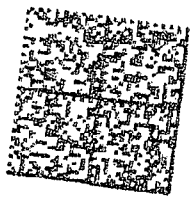
UDREN LAW OFFICES, P.C.
 WOODCREST CORPORATE CENTER
 111 WOODCREST ROAD
 CHERRY HILL, NJ 08003

Unknown View to Gloria
 165 Leyle Lane
 Coacport Dr 16607

Shocherberry & Case

016H26519216
\$05.490
 08/11/2008
 Mailed From 08003
US POSTAGE

Hasler



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

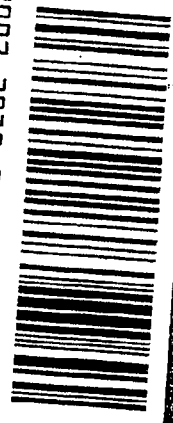
OFFICIAL USE

Postage	\$ 3.45
Certified Fee	0.70
Return Receipt Fee (Endorsement Required)	0.00
Restricted Delivery Fee (Endorsement Required)	0.00
Total Postage & Fees	\$ 4.15

Sent by First-Class Mail® to
 Gloria Shocherberry & Case
 165 Leyle Lane
 Coacport Dr 16607

City, State, ZIP+4®
 Coacport 16607

Postmark Here



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

08070209-1 NY

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.

Article Addressed to:

Unknown
Gloria Stacey Perry Secale
165 Kyle Lane
Coalport Pa 16627

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	☐ Yes

Article Number 7007 3020 0000 0874 9977

2. Article Number
(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-001-1640

016H26519216

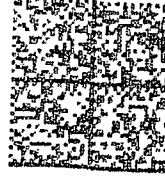
06490

08/11/2008

Mailed From 08003
US POSTAGE

US POSTAGE

13/8BH



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 \$ 59	Certified Fee 8.70
Return Receipt Fee 8.20	Restricted Delivery Fee 8.20
Endorsement Required	Endorsement Required
Total Postage & Fees \$ 5.79	Postmark Here

Sent to: *Gracie & Michael Perry*
 Street Apt. No.: *165 1/2 Ave*
 or PO Box No.: *165 1/2 Ave*
 City, State ZIP: *Lebanon TN 37087-0165*

PS Form 3800, August 2006
 See Reverse for Instructions

7007	3020	0000	0874	9908
7007	3020	0000	0874	9908



CERTIFIED MAIL

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

Gloria Lockenberry
145 Lyle Lane
Coalport Pa 16629

68670789-121

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	
1. Article Addressed to: <i>Glenn Hocherberg</i> <i>145 Lyle Lane</i> <i>Coast Point PA 16607</i> ■ 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.		A. Signature ☒ Agent <i>[Signature]</i> ☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below:	
3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☒ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.		4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No	
2. Article Number (Transfer from service label) 7007 3020 0000 0674 9908		Domestic Return Receipt PS Form 3811, February 2004 102595-02-M-1540	

UDREN LAW OFFICES, P.C.
 WOODCREST CORPORATE CENTTM R
 111 WOODCREST ROAD
 CHERRY HILL, NJ 08903

016H26519216
\$05.49
 08/11/2008
 Mailed From 08003
US POSTAGE

Hastler



U.S. Postal ServiceTM	
CERTIFIED MAIL[®] RECEIPT	
(Domestic Mail Only, No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 39
Certified Fee	\$ 2.70
Return Receipt Fee (Endorsement Required)	\$ 2.80
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.49
Seal to	Glenn Schumbery
Street Apt. No. or PO Box No.	1076 Rte
City, State, ZIP+4	Altoona, PA 16601

Postmark
Here



CERTIFIED MAIL[®]

Glenn Schumbery

107 6th Ave

Altoona PA 16601

PA 1-53064084

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.

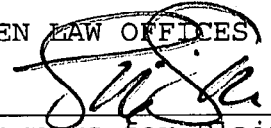
IMPORTANT: Save this receipt and present it when making an inquiry.
PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
1. Article Addressed to: <i>Monica Hocherberg</i> <i>1076 N. 1st Ave</i> <i>Alhambra, CA 91801</i>		A. Signature X 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: _____	
2. Article Number (Transfer from serv) 7007 3020 0000 0674 9939 PS Form 3811, February 2004		3. Service Type ☒ Certified Mail ☐ Registered ☐ Insured Mail ☐ Express Mail ☐ Return Receipt for Merchandise ☐ C.O.D. 4. Restricted Delivery? (Extra Fee) ☐ Yes	

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 take 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: 

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~~

FILED

OCT 02 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1766-CD

HSBC BANK USA, N.A.

vs

SERVICE # 2 OF 4

GLORIDA HOCKENBERRY, last record owner, JEFF HOCKENBERRY, known heir of Gloria Hockenberry
LARRY HOCKENBERRY, known heir of Gloria Hockenberry

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 10/19/2008

HEARING:

PAGE: 104682

DEFENDANT: LARRY HOCKENBERRY

ADDRESS: 165 LYLE LANE /
COALPORT, PA 16627

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

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

COMPLAINT IN MORTGAGE FORECLOSURE ON LARRY HOCKENBERRY, 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 LARRY HOCKENBERRY

AT (ADDRESS) _____

NOW 10-1-08 AT 10:19 (AM) PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO LARRY HOCKENBERRY

REASON UNABLE TO LOCATE House Empty

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy Signature

James E. Davis
Print Deputy Name

FILED

018:52/61
OCT 02 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
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

HSBC Bank USA, N.A.
961 Weigel Drive
Elmhurst, IL 60126

Plaintiff

v.

Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
107 6th Avenue
Altoona, PA 16601

Defendant(s)

ATTORNEY FOR PLAINTIFF

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

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

NO. 2008-17665-CD

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

SEP 19 2008

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

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 x 5982

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 x 5982**

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 Bank USA, N.A.

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: 165 Lyle Lane

MUNICIPALITY/TOWNSHIP/BOROUGH: Beccaria Township

COUNTY: Clearfield

DATE EXECUTED: 12/19/07

DATE RECORDED: 12/26/07 INSTRUMENT NO.: 200721100

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 7/12/08:

Principal of debt due	\$53,110.16
Unpaid Interest at 6.875% from 3/01/08 to 7/12/08 (the per diem interest accruing on this debt is \$10.00 and that sum should be added each day after 7/12/08)	1,327.16
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$99.44 and that sum should be added on the first of each month after 7/12/08)	126.80
Late Charges (monthly late charge of \$17.47 should be added in accordance with the terms of the note each month after 7/12/08)	52.41
Additional Fees	37.50
Mortgage Insurance	23.94
Attorneys Fees (anticipated and actual to 5% of principal)	<u>2,655.51</u>
TOTAL	\$57,938.48

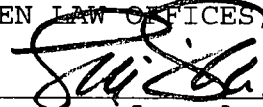
7. The attorney's fee set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the 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 \$57,938.48 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: 

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 lot or parcel of ground situate in the Township of Beccaria, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows:

Having the Tax Map No. 101-H18-675-2 as found in the records of the Assessment Office of Clearfield County, Pennsylvania and being assessed as 2 Houses & 1.5 acres.

August 11, 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.

EXHIBIT A

HOMEOWNER'S NAME(S): Gloria Hockenberry
PROPERTY ADDRESS: 165 Lyle Lane
Coalport PA 16627
LOAN ACCT. NO.: 4554420
ORIGINAL LENDER: HSBC Mortgage Corporation
CURRENT LENDER: HSBC Bank, USA

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:

165 Lyle Lane
Coalport PA 16627

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 \$448.93 for April 1, 2008 through August 1, 2008 = \$2244.65

Monthly Late Charges of \$17.47 for April 1, 2008 through July 1, 2008 = \$69.88

Other charges (explain/itemize): Escrow Advance = \$126.80

Other Fee = \$37.50

TOTAL AMOUNT PAST DUE: \$2478.83

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 \$2478.83, 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/Servicer:	HSBCNY
Address:	961 Weigel Drive Elmhurst IL 60126
Phone Number:	888-245-9318
Fax Number:	630-617-7145
Contact Person:	Customer Service

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

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

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

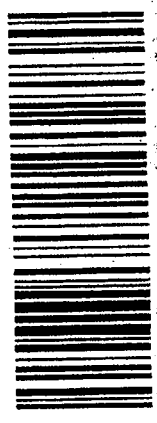
Postage	\$ 59
Certified Fee	270
Return Receipt Fee (Endorsement Required)	200
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 515

Postmark Here

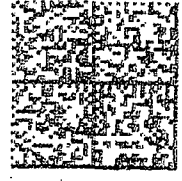
Sent by *Express Mail* to *Clara Hochberg Deane*
 Street, Apt. No. *107 6th Ave*
 City, State, ZIP+4 *Atlanta GA 30309*

See reverse for instructions

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



9966 4280 0000 0874 7007 3020 0206 2002



016H26519216
\$05.490
 08/11/2008
 Mailed From 08003
US POSTAGE

CERTIFIED MAIL

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. VOID IN UNOPENED MAIL.

Unopened Items of Clara Hochberg Deane
107 6th Ave
Atlanta GA 30309

10/11/08

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 2005 (Reverse) PSN 7530-02-000-9047

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
1. Article Addressed to: Unknown Kinato Colonia Hochensberg 107 W. W. Ave Altavilla, PA 16601		A. Signature ☒ Agent ☐ Addressee	
2. Article Number (Transfer from service) 7007 3020 0000 0674 9960		B. Received by (Printed Name) C. Date of Delivery	
3. Service Type ☒ Certified Mail ☐ Registered ☐ Insured Mail ☐ Express Mail ☒ Return Receipt for Merchandise ☐ C.O.D.		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
4. Restricted Delivery? (Extra Fee) ☐ Yes			

10295-02-M-1540

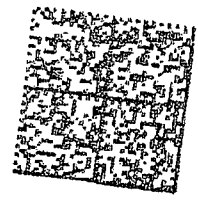
Domestic Return Receipt

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

Unknown heirs to Gloria
 165 Leyle Lane
 Coacport NJ 16607

08070209-1 NY

016H26519216
 \$05.490
 08/11/2008
 Mailed From 08003
 US POSTAGE



Hasler

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

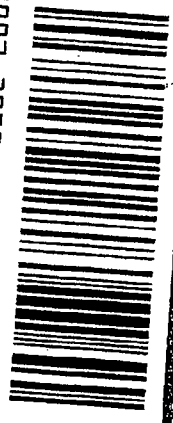
OFFICIAL USE

Postage	\$ 3.45
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	2.70
Total Postage & Fees	\$ 9.55

Sent by First Class Mail[®] to
 165 Leyle Lane
 Coacport NJ 16607

City, State, ZIP+4[®]
 Coacport NJ 16607

See Reverse for Instructions



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

2266 4280 0000 020E 2007
 2266 4280 0000 020E 2007

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.

Article Addressed to:

Unknown
Global Hockey Party Secured
165 Kyle Lane
Coalport Pa 16627

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. Barcode	7007 3020 0000 0874 9977	☐ Yes

2. Article Number
(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-00-1540

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

OFFICIAL USE

Postage	\$ 5.79
Certified Fee	\$ 2.70
Return Receipt Fee (Endorsement Required)	\$ 2.20
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.49

Postmark Here

PS Form 3800, August 2008

City, State, ZIP+4[®]
 165 Lyle Lane
 Coalport Pa 16627

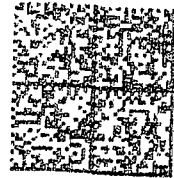
PS Form 3800, August 2008

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



CERTIFIED MAILTM
 PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT BOTTOM LINE.

9066 6280 0000 020E 2002
 8066 6280 0000 020E 2002



Hastler

016H26519216
\$05.490
 08/11/2008
 Mailed From 08003
US POSTAGE

Gloria Lockenberry
 165 Lyle Lane
 Coalport Pa 16627

6867229-1 Put

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 3600, August 2006 (Reverse) PSN 7530-02-000-9047

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:	

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:

Colonia Hochmayer
145 Lyle Lane
Concord, PA 16607

3. Service Type	☐ Express Mail ☒ Certified Mail ☐ Registered ☐ Insured Mail ☐ C.O.D.
Return Receipt for Merchandise ☐ Yes ☐ No	

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

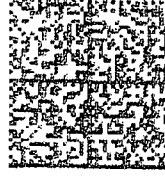
2. Article Number **7007 3020 0000 0674 9908**
(Transfer from service label)

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

UDREN LAW OFFICES, P.C.
 WOODCREST CORPORATE CENTTM R
 111 WOODCREST ROAD
 CHERRY HILL, NJ 08903

016H26519216
\$05.49
 08/11/2008
 Mailed From 08003
US POSTAGE

Hasler



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	\$ 39
Certified Fee	\$ 2.70
Return Receipt Fee (Endorsement Required)	\$ 2.80
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.49
Sent to	Glenn Abernethy
Street, Apt. No. or PO Box No.	1076 N. Ave
City, State, ZIP+4	Altoona, PA 16601

Postmark Here



CERTIFIED MAIL

Glenn Abernethy

1076 N. Ave

Altoona, PA 16601

PA 16601-0803

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 2005 (Reverse) PSN 7530-02-000-9047

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
1. Article Addressed to: <i>Monica Hockenberry</i> <i>1076 W. Gur</i> <i>Alhambra, CA 91801</i>		A. Signature ☒ Agent ☐ B. Received by (Printed Name) ☐ Addressee ☐ C. Date of Delivery	
2. Article Number (Transfer from serv) 7007 3020 0000 0874 9939		D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below:	
3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☒ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.		4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No	
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540			

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 take 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: 

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.

BY: MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE GAZZARA 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

OCT 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

HSBC Bank USA, N.A.

Plaintiff

v.

Gloria Hockenberry, Last Record Owner

Jeff Hockenberry, Known Heir of Gloria

Hockenberry

Larry Hockenberry, Known Heir of Gloria

Hockenberry

Defendants

COURT OF COMMON PLEAS

CIVIL DIVISION

Clearfield County

NO. 2008-1766-CD

**MOTION FOR 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 by publication in accordance with Pennsylvania Rule of Civil Procedure (Pa.R.C.P.) 430(b)(1); and service of all subsequent pleadings, including, inter alia, the Notice of Sheriff's Sale, that require personal service upon the Defendant known as Gloria Hockenberry, Last Record Owner, and upon "the Unknown Heirs of Gloria Hockenberry, Last Record Owner" by posting only, of the subject premises located at 165 Lyle Lane, Coalport, PA 16627, in accordance with Pa.R.C.P. 430; and in support thereof avers the following:

1. Plaintiff filed a Complaint in Mortgage Foreclosure against the above captioned Defendant.

2. The Defendant Gloria Hockenberry, Last Record Owner, is deceased. A true and correct copy of the Affidavit of Good Faith Investigation is attached hereto and marked Exhibit "A".

3. The Plaintiff inquired with the Clearfield County Register of Wills Office and was advised that the County has no record of an Estate having been raised.

4. There are no "known" surviving heirs, other than those that may have been previously identified herein.

5. There may be other "unknown" surviving heirs.

6. Plaintiff has made a good faith effort to locate all known heirs so as to name them party Defendants pursuant to Pa.R.C.P. 1144(a)(2) by inquiring with the Clearfield County Register of Wills Office.

WHEREFORE, so as to properly satisfy the Pennsylvania Rules of Court, particularly Pa.R.C.P. 1144(a)(2), (a)(3), which require Plaintiff, in an action in mortgage foreclosure, to name as party Defendants, the heirs of a deceased mortgagor(s), if known, and those of a deceased real owner, the Plaintiff moves this Honorable Court, and hereby requests an Order, pursuant to Pa.R.C.P. 430 et seq., directing service of the Complaint In Mortgage Foreclosure by publication upon the Defendant Gloria Hockenberry, Last Record Owner, and upon the Defendant known as "the Unknown Heirs" of Gloria Hockenberry, Last Record Owner; and service of any and all subsequent pleadings including, inter alia, the Notice of Sheriff's Sale, that require personal service upon the Defendant known as Gloria Hockenberry, Last Record Owner, and Defendants known as the "Unknown Heirs" of Gloria Hockenberry, Last Record

Owner by posting only; of the subject premises located at 165 Lyle Lane, Coalport, PA 16627.

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE GAZZARA DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

LOUIS A. SIMONI, ESQUIRE

PLAYERS NATIONAL LOCATOR**AFFIDAVIT OF GOOD FAITH INVESTIGATION**Loan Number: **08070249-1**Attorney Firm: **MARK J UDREN & ASSOCIATES**

Case Number:

Subject: **Gloria Hockenberry**A.K.A.: **Gloria H Hockenberry**Property Address: **165 Lyle Lane
Coalport, PA 16627**Last Known Address: **107 6th Avenue
Altoona, PA 16601**

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 7/18/2008, 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): **200-32-4470**B. EMPLOYMENT SEARCH:
N/A

C. INQUIRY OF CREDITORS:

Creditors indicated the last reported address for Gloria Hockenberry is 107 6th Avenue, Altoona, PA 16601. Creditors stated Gloria Hockenberry is deceased.**INQUIRY OF TELEPHONE COMPANY -**

A. DIRECTORY ASSISTANCE SEARCH:

Directory assistance does not have a listing for Gloria Hockenberry.**INQUIRY OF NEIGHBORS -****We contacted 814-946-0673 registered at 113 N 6th Avenue and spoke with a neighbor who stated Gloria Hockenberry is deceased. They stated she did not have a surviving spouse and her son Jeff Hockenberry is living at 107 6th Avenue, Altoona, PA 16601. They stated she has another son Larry Hockenberry but did not provide an address for him. We were unable to locate any other heirs.****INQUIRY OF POST OFFICE -**

A. NATIONAL ADDRESS UPDATE:

As of July 14, 2008 the National Change of Address (NCOA) has no listing for Gloria Hockenberry.**MOTOR VEHICLE REGISTRATION -**

A. MOTOR VEHICLE & DMV OFFICE:

We were unable to verify current drivers license information for Gloria Hockenberry.**OTHER INQUIRIES -**

A. DEATH RECORDS:

The Social Security Administration has a death record in the name Gloria Hockenberry with the**EXHIBIT A**

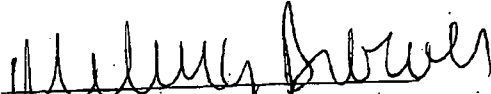
social security number above on March 6, 2008. The last reported address was in Coalport, PA 16627.

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:
July 10, 1941


AFFIANT Melissa Brower

Subscribed and sworn to before me on 07/18/2008


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 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. § 4904 relating to unsworn falsification to authorities.

Date: October , 2008

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE GAZZARA DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

LOUIS A. SIMONI, ESQUIRE

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

BY: MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE GAZZARA 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

HSBC Bank USA, N.A.

Plaintiff

v.

Gloria Hockenberry, Last Record Owner
Jeff Hockenberry, Known Heir of Gloria
Hockenberry
Larry Hockenberry, Known Heir of Gloria
Hockenberry

Defendants

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 2008-1766-CD

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S MOTION FOR SERVICE
PURSUANT TO SPECIAL ORDER OF COURT**

Plaintiff, HSBC Bank USA, N.A., having filed its Motion For Service Pursuant To Special Order of Court, submits this Memorandum of Law in support hereof.

Pennsylvania Rule of Civil Procedure 430(a) specifically provides, in part, that "(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 purpose of the Motion is to seek special service of the Complaint In Mortgage Foreclosure on Gloria Hockenberry, Last Record Owner, and on the unknown heirs of Gloria Hockenberry, Last Record Owner. It is believed that there may be heirs of the deceased Defendant not named herein yet, they are unknown to the Plaintiff. Therefore, because the heirs are "unknown", and thus unidentifiable and unable to be located, service cannot be made under the applicable rule.

Pennsylvania Rule of Civil Procedure 1144(a) (2) requires the Plaintiff to name as party Defendants in an action in mortgage foreclosure the heirs of a deceased mortgagor, if known. As stated in the attached Motion, the mortgagor and real owner, Gloria Hockenberry, is deceased. Pa.R.C.P. 1144(a)(3) is silent with regard to the heirs of a deceased real owner who, may also be the deceased mortgagor.

Known heirs have been identified herein. However, so as to properly serve Gloria Hockenberry, Last Record Owner, and any surviving heirs who are unknown to the Plaintiff, but who may have an interest in the mortgaged premises, the Plaintiff seeks service by publication with regard to the Complaint in Mortgage Foreclosure, and posting only, of the mortgaged premises with regard to all subsequent pleadings, including, inter alia, the Notice of Sheriff's Sale, that require personal service.

Pa.R.C.P. 430(b)(1) provides for service by publication.

Further, Pa.R.C.P. 430(b)(2) provides for service by publication on unknown heirs:

When service is made by publication upon the heirs and assigns of a named former owner(s) or party in interest, the court may permit publication against the heirs or assigns generally if it is set forth in the complaint or an affidavit that they are unknown.

In conformity with Pa.R.C.P. 430(b)(2), the Plaintiff sets forth, as verified, in the within Motion, that there may be unknown heirs.

In order to complete service on the Defendant Gloria Hockenberry, Last Record Owner, by and through her surviving "unknown heirs", so as to move this foreclosure action forward to ultimate disposition, the Plaintiff respectfully requests that this Honorable Court, pursuant to Pa.R.C.P. 430 et seq., and for all the reasons hereinbefore stated, and in the attached Motion, grant a Special Order directing service of the Complaint In Mortgage Foreclosure by publication on Gloria Hockenberry, Last Record Owner, and the "Unknown Heirs"; and service of all subsequent pleadings including, inter alia, the Notice of Sheriff's Sale, on Gloria Hockenberry, Last Record Owner, and on the "Unknown Heirs" that require personal service, by posting only,

of the subject premises located at 165 Lyle Lane, Coalport, PA 16627.

Respectfully submitted,

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE GAZZARA DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

LOUIS A. SIMONI, ESQUIRE

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

BY: MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE GAZZARA 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 Bank USA, N.A.

Plaintiff

v.

Gloria Hockenberry, Last Record Owner

Jeff Hockenberry, Known Heir of Gloria

Hockenberry

Larry Hockenberry, Known Heir of Gloria

Hockenberry

Defendants

COURT OF COMMON PLEAS

CIVIL DIVISION

Clearfield County

NO. 2008-1766-CD

CERTIFICATE OF SERVICE

I hereby certify that I have served true and correct copies of the Motion For Service Pursuant to Special Order of Court 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: October 17, 2008

TO: Gloria Hockenberry

107 6th Avenue

Altoona, PA 16601

UDREN LAW OFFICES, P.C.

BY: 

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE GAZZARA DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

LOUIS A. SIMONI, ESQUIRE

FILED

OCT 21 2008

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

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

OCT 24 2008

M/11:40/11
William A. Shaw
Prothonotary/Clerk of Courts

no c/c

HSBC Bank USA, N.A.

Plaintiff

v.

Gloria Hockenberry, Last
Record Owner

Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 2008-1766-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), Jeff Hockenberry, Known Heir of Gloria Hockenberry by regular mail and certified mail and by posting the mortgaged premises and in support thereof avers the following:

1. Process was unable to be served at the then last known address of said Defendant(s) at 107 6th Avenue, Altoona, PA 16601. A copy of the Verification of Service is attached hereto as Exhibit A.

2. Process was also unable to be served at 165 Lyle Lane, Coalport, PA 16627, which is the mortgaged premises. A copy of

the Verification of Service is attached hereto as Exhibit B.

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

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

5. The last known address of Defendant(s) is as set forth in the attached Exhibits.

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), Jeff Hockenberry, Known Heir of Gloria Hockenberry 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

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

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

HSBC Bank USA, N.A.

Plaintiff

COURT OF COMMON PLEAS

CIVIL DIVISION

Clearfield County

v.

Gloria Hockenberry, Last
Record Owner

NO. 2008-1766-CD

Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
Defendant(s)

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).

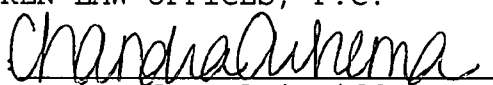
An illustration of a good faith effort to locate the defendant includes (1) inquiries of postal authorities including inquiries pursuant to the Freedom of Information Act, 39 C.F.R. Part 265, (2) inquiries of

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 Return of Service marked Exhibit A, the Sheriff and/or Process Server has been unable to serve the Complaint in Mortgage Foreclosure. 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: 

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
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

HSBC Bank USA, N.A.
Plaintiff

v.

Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 2008-1766-CD

VERIFICATION OF SERVICE

Based upon information supplied by the Sheriff of Blair 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: Jeff Hockenberry, Known Heir of Gloria Hockenberry

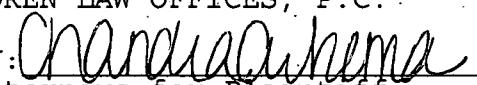
Place of Service: 107 6th Avenue
Altoona, PA 16601

Defendant not found because: ☐ Moved ☐ Unknown ☐ No Answer
☐ Vacant ☐ Other As per Sheriff's Office, service was unable to
be made after multiple attempts.

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.

October 23, 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
LOUIS A. SIMONI, ESQUIRE

EXHIBIT A

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 Bank USA, N.A.
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry

MORTGAGE FORECLOSURE

NO. 2008-1766-CD

Defendant(s)

VERIFICATION OF SERVICE

Based upon information supplied by the Sheriff of Blair 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: Jeff Hockenberry, Known Heir of Gloria Hockenberry

Place of Service: 165 Lyle Lane
Coalport, PA 16627

Defendant not found because: ☐ Moved ☐ Unknown ☐ No Answer
☐ Vacant ☐ Other As per Sheriff's Office, service was unable to
be made after multiple attempts.

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.

October 23, 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
LOUIS A. SIMONI, ESQUIRE

Exhibit B

PLAYERS NATIONAL LOCATOR

AFFIDAVIT OF GOOD FAITH INVESTIGATION

Loan Number: 08070249-1

Attorney Firm: Mark J Udren & Associates

Case Number:

Subject: Jeff Hockenberry and Larry Hockenberry

A.K.A: Jeff A Hockenberry, Jeffery A Hockenberry, Jeffrey A Hockenberry

Property Address: 165 Lyle Lane

Coalport, PA 16627

Last Known Address: 107 6th Avenue

Altoona, PA 16601

Brandi Gray, 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 October 22, 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): 208-56-xxxx 000-00-xxxx

B. EMPLOYMENT SEARCH:

We were unable to verify current employment for Jeff Hockenberry. We were unable to confirm any information for Larry Hockenberry at the addresses provided. We located too many to determine the correct party.

C. INQUIRY OF CREDITORS:

Creditors indicated the last reported address for Jeff Hockenberry is 107 6th Avenue, Altoona, PA 16601 with a home number of (814) 944-3901. We were unable to confirm any information for Larry Hockenberry at the addresses provided. We located too many to determine the correct party.

INQUIRY OF TELEPHONE COMPANY

A. DIRECTORY ASSISTANCE SEARCH:

The home number for Jeff Hockenberry is (814) 944-3901, registered to 107 6th Avenue, Altoona, PA 16601. We called the home number and spoke with a relative who stated Jeff Hockenberry is living at 107 6th Avenue, Altoona, PA 16601 and Larry Hockenberry is incarcerated. We were unable to confirm any information for Larry Hockenberry at the addresses provided. We located too many to determine the correct party.

INQUIRY OF NEIGHBORS

We were unable to contact any neighbors to confirm any other information for Jeff Hockenberry. We were unable to confirm any information for Larry Hockenberry at the addresses provided. We

EXHIBIT C

located too many to determine the correct party.

INQUIRY OF POST OFFICE

A. NATIONAL ADDRESS UPDATE:

As of October 17, 2008 the National Change of Address (NCOA) has no change for Jeff Hockenberry from 107 6th Avenue, Altoona, PA 16601. We were unable to confirm any information for Larry Hockenberry at the addresses provided. We located too many to determine the correct party.

MOTOR VEHICLE REGISTRATION

A. MOTOR VEHICLE & DMV OFFICE:

We were unable to verify current drivers license information for Jeff Hockenberry. We were unable to confirm any information for Larry Hockenberry at the addresses provided. We located too many to determine the correct party.

OTHER INQUIRIES

A. DEATH RECORDS:

As of October 17, 2008 the Social Security Administration has no death record on file for Jeff Hockenberry and/or A.K.A.s under the social security number(s) provided. We were unable to confirm any information for Larry Hockenberry at the addresses provided. We located too many to determine the correct party.

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:

Jeff - November 1961

Larry - We were unable to verify date of birth.

Brandi Gray
AFFILANT Brandi Gray

Subscribed and sworn to before me on October 22, 2008

[Signature]
NOTARY PUBLIC



Players National Locator, 174 Clarkson Rd., Suite 225, Ellisville, MO 63011

Phone: (636) 230-9922 Fax: (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 make 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: October 23, 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
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
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

HSBC Bank USA, N.A.
Plaintiff

v.

Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 2008-1766-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: October 23, 2008

TO: Jeff Hockenberry, Known Heir of Gloria Hockenberry
107 6th Avenue, Altoona, PA 16601
165 Lyle Lane, Coalport, Pa 16627

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
LOUIS A. SIMONI, ESQUIRE - ID #200869
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

HSBC Bank USA, N.A.
Plaintiff

v.

Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 2008-1766-CD

5 FILED pd \$7.00 Atty
m/9:30 am ICC Atty
OCT 27 2008 reinstated
Complaint to
Shff

PRAECIPE TO REINSTATE COMPLAINT

William A. Shaw
Prothonotary/Clerk of Courts

TO THE PROTHONOTARY:

Kindly reinstate the Complaint on the above-captioned matter.

DATE: October 23, 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
LOUIS A. SIMONI, ESQUIRE

FILED

OCT 27 2008

William A. Shaw
Prothonotary/Clerk of Courts

(3)

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

HSBC USA, N.A.,
Plaintiff
vs.

GLORIA HOCKENBERRY, Last Record Holder,
JEFF HOCKENBERRY, Known Heir of Gloria
Hockenberry, LARRY HOCKENBERRY, Known
Heir of Gloria Hockenberry,
Defendants

NO. 08-1766-CD

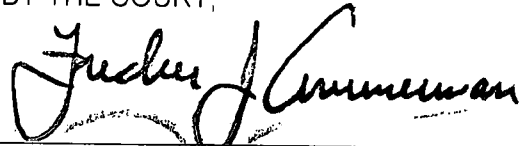
ORDER

NOW, this 27th day of October, 2008, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon the Defendant **JEFF HOCKENBERRY, KNOWN HEIR OF GLORIA HOCKENBERRY** by:

1. Publication one time in The Altoona Mirror (Altoona) and the Clearfield County Legal Journal;
2. By first class mail to 107 6th Avenue, Altoona, Pa and 165 Lyle Lane, Coalport, Pa 16627;
3. By certified mail, return receipt requested, to 107 6th Avenue, Altoona, Pa and 165 Lyle Lane, Coalport, Pa 16627; and
4. By posting the mortgaged premises known in this herein action as 165 Lyle Lane, Coalport, PA 16627.

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

OCT 28 2008

William A. Shaw
Prothonotary/Clerk of Courts

UDREN LAW OFFICES, P.C.
BY: MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE GAZZARA 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

OCT 29 2008
0/11:00/1
William A. Shaw
Prothonotary/Clerk of Courts
1 cent. to
Att

HSBC Bank USA, N.A.

Plaintiff

v.

Gloria Hockenberry, Last Record Owner
Jeff Hockenberry, Known Heir of Gloria
Hockenberry
Larry Hockenberry, Known Heir of Gloria
Hockenberry

Defendants

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 2008-1766-CD

ORDER

AND NOW, this 23rd Day of October, 2008, upon consideration of Plaintiff's Motion For Service Pursuant To Special Order Of Court, and any response thereto, it is hereby **ORDERED AND DECREED** that Service of the Complaint In Mortgage Foreclosure on Gloria Hockenberry, Last Record Owner, and upon any and all "Unknown Heirs" of Gloria Hockenberry, Last Record Owner, shall be complete when Plaintiff or its counsel or agent has published in accordance with Pa.R.C.P. 430(b)(1) a Notice of the action once in the local legal publication and once in a newspaper of general circulation within the County; and, pursuant to Pa.R.C.P. 430, service of all subsequent pleadings, including, inter alia, the Notice of Sheriff's Sale upon the Last Record Owner and the "Unknown Heirs" that require personal service on each Defendant shall be complete when the Sheriff, competent adult, constable, or other appropriate party has posted only, a copy of said subsequent pleadings and/or Notice on the most public part of the property located at: 165 Lyle Lane, Coalport, PA 16627, which is the subject matter of this action in mortgage foreclosure.

BY THE COURT:

J.

FILED
OCT 29 2008
Prothonotary/Clerk of Courts
William A. Shaw

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

ATTORNEY FOR PLAINTIFF

FILED

NOV 05 2008

m/11-20/08

William A. Shaw

Prothonotary/Clerk of Courts

I went to City

ISSUED REINSTATE

COMPLAINT TO

SHERIFF

HSBC Bank USA, N.A.

Plaintiff

v.

Gloria Hockenberry, Last
Record Owner

Jeff Hockenberry, Known Heir
of Gloria Hockenberry

Larry Hockenberry, Known Heir
of Gloria Hockenberry

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 2008-1766-CD

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint on the above-captioned
matter.

DATE: 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

LOUIS A. SIMONI, ESQUIRE

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

HSBC USA, N.A.,
Plaintiff

vs.

GLORIA HOCKENBERRY, Last Record Holder,
JEFF HOCKENBERRY, Known Heir of Gloria
Hockenberry, LARRY HOCKENBERRY, Known
Heir of Gloria Hockenberry,
Defendants

NO. 08-1766-CD

ORDER

NOW, this 27th day of October, 2008, the Plaintiff is granted leave to serve the
Complaint in Mortgage Foreclosure upon the Defendant **JEFF HOCKENBERRY, KNOWN
HEIR OF GLORIA HOCKENBERRY** by:

1. Publication one time in The Altoona Mirror (Altoona) and the Clearfield
County Legal Journal;
2. By first class mail to 107 6th Avenue, Altoona, Pa and 165 Lyle Lane,
Coalport, Pa 16627;
3. By certified mail, return receipt requested, to 107 6th Avenue, Altoona, Pa
and 165 Lyle Lane, Coalport, Pa 16627; and
4. By posting the mortgaged premises known in this herein action as 165 Lyle
Lane, Coalport, PA 16627.

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,

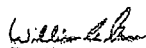
/S/ Fredric J Ammerman

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

FREDRIC J. AMMERMAN
President Judge

OCT 28 2008

Attest.


Prothonotary/
Clerk of Courts

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

FILED
11:58 AM
SEP 19 2008

William A. Shaw
Prothonotary/Clerk of Courts

856-669-5400

pleadings@udren.com

HSBC Bank USA, N.A.
961 Weigel Drive
Elmhurst, IL 60126

Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

v.

Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
107 6th Avenue
Altoona, PA 16601

Defendant(s)

NO. 2008 - 1766 - 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.

COPY

08070249-1 (mer)

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

HSBC Bank USA, N.A.
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
Defendant(s)

NO. 2008-1766-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: 11-7-08

Jeff Hockenberry, Known Heir of Gloria Hockenberry
107 6th Avenue, Altoona, PA 16601

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: 11-7-08

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
LOUIS A. SIMONI, ESQUIRE

FILED

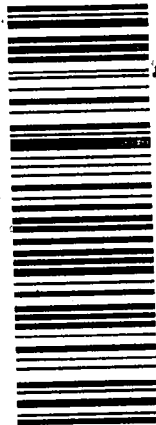
11:30 A.M. OK
NOV 10 2008

NO CC

William A. Shaw
Prothonotary/Clerk of Courts

AW OFFICES, P.C.
CORPORATE CENTER
ODCREST ROAD
MY HILL, NJ 08003

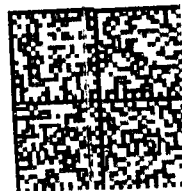
1402 2820 0000 020E 2002



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

CERTIFIED MAIL

Jeff Hockenberry known heir of Gloria Hockenberry
165 Lyle Lane
Coarport, PA 16627



Hasler

016H26519216

\$06.750

11/07/2008

Mailed From 08003
US POSTAGE

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:

Jeff Hockenberry, known
Heir of Glorid Hockenberry
165 Lyle Lane
Coalport, PA 16627

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

2. Article Number

(Transfer from service label)

7007 3020 0000 0782 7041

PS Form 3811, February 2004

Domestic Return Receipt

08070249-1

102595-02-M-1540

REN LAW OFFICES, P.C.
REST CORPORATE CENTER
1 WOODCREST ROAD
MERRY HILL, NJ 08003

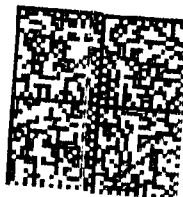
VSUC 2V20 0000 020E 2002



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

CERTIFIED MAIL™

Jeff Hockenberry Known Heir of Alvin Hockenberry
107 6th Avenue
Albion, PA 16601



Hasler

016H26519216

\$06.750

11/07/2008

Mailed From 08003

US POSTAGE

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:

Jeff Hockenberry, known
Heir of Gloria Hockenberry
107 6th Avenue
Albion, PA 16001

M ARGIE

2. Article Number

(Transfer from service label)

7007 3020 0000 0782 7058

PS Form 3811, February 2004

Domestic Return Receipt

08070249-1 102595-02-M-1540

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? If YES, enter delivery address below:

☐ Yes
☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

FILED

NOV 10 2008

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1766-CD

HSBC BANK USA, N.A.
vs
GLORIA HOCKENBERRY al

SERVICE # 1 OF 1

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER

SERVE BY: 12/04/2008 HEARING: PAGE: 104905

DEFENDANT: JEFF HOCKENBERRY known heir of Gloria Hockenberry
ADDRESS: 165 LYLE LANE
COALPORT, PA 16627

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: POST ON PROPERTY

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

ATTEMPTS

FILED

01/31/09
DEC 02 2008

William A. Shaw
Prothonotary/Clerk of Courts
OCCUPIED

SHERIFF'S RETURN

NOW, 12-2-08 AT 11:09 AM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER ON JEFF HOCKENBERRY known heir of Gloria Hockenberry,
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 12-2-08 AT 11:09 AM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER FOR JEFF HOCKENBERRY known heir of Gloria Hockenberry

AT (ADDRESS) 165 Lyle Lane
Coalport, Pa 16627

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

I MAKE RETURN OF **NOT FOUND** AS TO JEFF HOCKENBERRY known heir of Gloria Hockenberry

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

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

FILED

DEC 02 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

FILED
DEC 08 2008

William A. Shaw
Prothonotary/Clerk of Courts

HSBC Bank USA, N.A.
961 Weigel Drive
Elmhurst, IL 60126
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

NO. 2008-1766-CD

Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
107 6th Avenue
Altoona, PA 16601
Defendant(s)

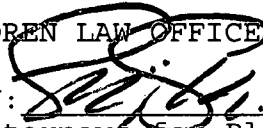
PRAECIPE TO FILE PROOF OF PUBLICATION

TO THE PROTHONOTARY:

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

DATE: December 5, 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
LOUIS A. SIMONI, ESQUIRE

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION
NO. 2008-1766-CD**

**HSBC USA, N.A., PLAINTIFF Vs.
GLORIA HOCKENBERRY, Last Record
Holder and JEFF HOCKENBERRY, Known
Heir of Gloria Hockenberry, and LARRY
HOCKENBERRY, Known Heir of Gloria
Hockenberry, DEFENDANT(S)**

COMPLAINT IN

MORTGAGE FORECLOSURE

**TO: GLORIA HOCKENBERRY, Last
Record Owner and any and all unknown
heirs of Gloria Hockenberry, Last Record
Owner, whose last known address is 165
Lyle Lane, Coalport, PA 16627.**

**TAKE NOTICE THAT Plaintiff, HSBC
USA, N.A. has filed a Complaint in Mortgage
Foreclosure endorsed with a Notice to
Defend against you in the Court of Common
Pleas of Clearfield County, Pennsylvania
docketed to No. 2008-1766-CD wherein
Plaintiff seeks to foreclosure its mortgage
secured on your property located 165 Lyle
Lane, Coalport, PA 16627, 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 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 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.**

**LAWYER REFERRAL SERVICE, David
S. Meholick, Court Administrator, Clearfield
County Courthouse, Clearfield, PA 16830,
314-765-2641 x5982.**

**MARK J. UDREN, STUART WINNEG,
J. ORRAINE DOYLE, ALAN M. MINATO,
CHANDRA M. ARKEMA and LOUIS A.
SIMONI, Attorneys for Plaintiff, UDREN
JAW OFFICES, P.C., 111 Woodcrest Road,
Suite 200, Cherry Hill, NJ 08003-3620, 856-
69-5400.**

... same premises as were granted and conveyed unto The Big Horn Gun Club, an unincorporated association by deed of William T. DeHaas and Virginia E. DeHaas, dated April 6, 1920, recorded at Clearfield County Deed Book Volume 242, page 199.

TAKE NOTICE that plaintiff is the owner of the land described hereinabove and that it has requested in its Complaint which is on file in the Office of the Prothonotary of the Court of Common Pleas of Clearfield County, that the Court decree that title to same is in it, free and clear of the claims of defendants, their successors, heirs and assigns, and any other person or persons claiming right, title or interest in the land described, or anyone claiming by, through or under them.

Should the above-named defendants, their successors, heirs or assigns, or any other entity or person claiming or who might claim title under them, or all other entities or persons claiming any right, title or interest in the land described, fail to plead to the plaintiffs Complaint within twenty (20) days from the date of publication of this notice, or fail to take such action within thirty (30) days after default judgment as the Court may direct, the defendants, their successors, heirs or assigns, and any other entity or person or persons claiming or who might claim title under them, or all entities or persons claiming any right, title or interest in the land described, except plaintiff, will be forever barred from asserting any interest, lien, right or title to the said land, inconsistent with plaintiff, its successor and assigns.

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

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO

YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator, Clearfield County,
230 East Market Street, Clearfield,
Pennsylvania, 16830. (814) 765-2641
Phone. (814) 765-7647 Fax.

Daniel A. Payne, Attorney for Clearfield
County Children, Youth and Family
Services, 230 East Market Street, Clearfield,
Pennsylvania 16830 (814) 765-2641

COURT OF
COMMON PLEAS
- CLEARFIELD COUNTY
PENNSYLVANIA
CIVIL DIVISION
NO. 2008-1766-CD

HSBC USA, N.A.,
PLAINTIFF

Vs.
GLORIA HOCKENBERRY,
Last Record Holder
and JEFF HOCKENBERRY,
Known Heir of
Gloria Hockenberry,
and LARRY HOCKENBERRY,
Known Heir of
Gloria Hockenberry,
DEFENDANT(S)

COMPLAINT IN

MORTGAGE FORECLOSURE
TO: GLORIA HOCKENBERRY,
Last Record Owner and any and all
unknown heirs of Gloria Hocken-
berry, Last Record Owner, whose
last known address is 165 Lyle
Lane, Coalport, PA 16627.

TAKE NOTICE THAT Plaintiff,
HSBC USA, N.A. has filed a Com-
plaint in Mortgage Foreclosure en-
dorsed with a Notice to Defend
against you in the Court of Common
Pleas of Clearfield County, Penn-
sylvania docketed to No.
2008-1766-CD wherein Plaintiff
seeks to foreclose its mortgage
secured on your property located
165 Lyle Lane, Coalport, PA
16627, 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
above, you must take action within
twenty (20) days after this Com-
plaint and Notice are served by en-
tering a written appearance per-
sonally 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 INFORMATION ABOUT HIR-
ING A LAWYER. IF YOU CANNOT
AFFORD TO HIRE A LAWYER,
THIS OFFICE MAY BE ABLE TO
PROVIDE YOU WITH INFORMA-
TION ABOUT AGENCIES THAT
MAY OFFER LEGAL SERVICES
TO ELIGIBLE PERSONS AT A RE-
DUCED FEE OR NO FEE.

LAWYER REFERRAL SERVICE

David S. Meholick,
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641, Ext. 5982

MARK J. UDREN,
STUART WINNEG,
LORRAINE DOYLE,
ALAN M. MINATO,
CHANDRA M. ARKEMA
and LOUIS S. SIMONI
Attorneys for Plaintiff
UDREN LAW OFFICES, P.C.
111 Woodcrest Road,
Suite 200
Cherry Hill, NJ 08003-3620
856-669-5400

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

SS:

COUNTY OF CLEARFIELD :

On this 1st day of December, 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 November 14, 2008

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

Margaret E. Krebs

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

Cheryl J. Robison
Notary Public Clearfield, Pa.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Cheryl J. Robison, Notary Public

Clearfield Boro, Clearfield County

My Commission Expires Oct. 31, 2011

Member, Pennsylvania Association of Notaries

7:00 P.M. Bible Study
Every 3rd Wednesday

**THE ANGLICAN PARISH
OF ST. THOMAS OF
CANTERBURY**

116 N. 2nd St., Philipsburg
(814) 343-4545

Service Schedule

Sundays: Holy Communion .. 10:45 A.M.
Wednesdays: Evening Prayer .. 7:30 P.M.
Holy Days: as announced

**ST. JOHN LUTHERAN
CHURCH**

Handicapped Accessible

Corner N. Third & E. Pine Streets, Clearfield
Contemporary Service
Saturday 5:30 P.M.

Sunday School 9:00 A.M.
Worship Service 10:30 A.M.

Reverend Matthew C. Holbert

**NEW CASTLE
COMMUNITY CHURCH**
933 Red Schoolhouse Rd.
Osceola Mills
(Just 3 miles off

Route 153 towards Ashland)
Sunday Worship... 10:00 A.M.
Children's Church... 10:00 A.M.
Sunday Evening 6:30 P.M.
Wed. Bible Study 6:30 P.M.
Pastor Joseph Phillips
339-7366

COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION
NO. 08-1766-CD

HSBC USA, N.A., PLAINTIFF Vs.
GLORIA HOCKENBERRY, Last Record
Holder and JEFF HOCKENBERRY, Known
Heir of Gloria Hockenberry, and LARRY
HOCKENBERRY, Known Heir of Gloria
Hockenberry, DEFENDANT(S)

COMPLAINT IN

MORTGAGE FORECLOSURE

TO: JEFF HOCKENBERRY, Known
Heir of Gloria Hockenberry, Defendant,
whose last known addresses are 107 6th
Avenue, Altoona, PA and 165 Lyle Lane,
Coalport, PA 16627.

TAKE NOTICE THAT Plaintiff, HSBC
USA, N.A. has filed a Complaint in Mortgage
Foreclosure endorsed with a Notice to
Defend against you in the Court of Common
Pleas of Clearfield County, Pennsylvania
docketed to No. 08-1766-CD wherein
Plaintiff seeks to foreclosure its mortgage
secured on your property located 165 Lyle
Lane, Coalport, PA 16627, 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 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 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.

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

MARK J. UDREN, STUART WINNEG,
LORRAINE DOYLE, ALAN M. MINATO,
CHANDRA M. ARKEMA and LOUIS A.
SIMONI, Attorneys for Plaintiff, UDREN
LAW OFFICES, P.C., 111 Woodcrest Road,
Suite 200, Cherry Hill, NJ 08003-3620, 856-
669-5400.

OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION
Docket No. 08-2085-CD
ACTION TO QUIET TITLE

THE BIG HORN GUN CLUB, INC.,
Plaintiff vs. THE PAINTERS LOCAL UNION
NO. 281 OF DUBOIS, PENNSYLVANIA, its
Successors and Assigns; J. A. RENSEL,
TRUSTEE FOR THE DUBOIS NEST NO.
174 FRATERNAL ORDER ORIOLES OF
DUBOIS, PENNSYLVANIA, its Successors
and Assigns; AND CHARLES
WALDBISSER, TRUSTEE FOR THE
BUDWEISER CAMP OF DUBOIS,
PENNSYLVANIA, its Successors and
Assigns, Defendants.

LEGAL NOTICE TO THE ABOVE
NAMED DEFENDANTS:

You are hereby notified that the plaintiff
listed above has filed a Complaint in Action
to Quiet Title in Docket No. 08-2085-CD,
regarding a certain property situate in the
Township of Union, Clearfield County, PA,
and further described as follows:

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

BEGINNING at the northern corner at
stones; thence along line of Warrant No.
3587 sixty (60) rods to a point; thence along
line of land formerly owned by Minnie C.
Macklin of which this was a former part, one
hundred fifty (150) perches more or less to a
post or point; thence along line of said tract
or warrant fifty-three (53) perches to stones;
thence along same line of land one hundred
sixty-two (162) perches in a northerly
direction to stones and place of beginning,

and in no instance will the deed be
presented for confirmation unless the money
is actually paid to the Sheriff.

TO all parties in interest and claimants:
A schedule of distribution will be filed by the
Sheriff in his office the first Monday following
the date of the sale and distribution will be
made in accordance with the schedule
unless exceptions are filed within ten (10)
days thereafter.

ALL THAT CERTAIN MESSUAGE OR
PIECE OF LAND SITUATE IN THE
TOWNSHIP OF SANDY, COUNTY OF
CLEARFIELD AND STATE OF PENN-
SYLVANIA, IN THE J.J. DALY ADDITION
TO THE CITY OF DUBOIS, BOUNDED
AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST ON THE
NORTHERLY SIDE OF SOUTH MAIN
STREET AT SOUTHERLY CORNER OF
LOT NO. 18; THENCE NORTH 35
DEGREES 27' WEST 150 FEET TO A
POST AT WIDE ALLEY; THENCE SOUTH
54 DEGREES 33' WEST 50 FEET TO A
POST; THENCE SOUTH 35 DEGREES 27'
EAST, 150 FEET TO A POST; THENCE
NORTH 54 DEGREES 33' EAST 50 FEET

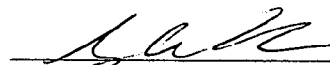
PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

:

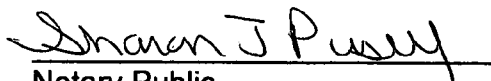
COUNTY OF CLEARFIELD :

On this 21st day of November AD 2008, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of November 21, 2008, Vol. 20, No. 47. And that all of the allegations of this statement as to the time, place, and character of the publication are true.



Gary A. Knaresboro, Esquire
Editor

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



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.
998 Old Eagle School Road, Suite 1209
Wayne, PA 19087

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

HSBC Bank USA, N.A.
961 Weigel Drive
Elmhurst, IL 60126
Plaintiff

v.

Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
107 6th Avenue
Altoona, PA 16601
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 2008-1766-CD

FILED

DEC 12 2008

11:30 (u)
William A. Shaw
Prothonotary/Clerk of Courts

no c/c (u)

PRAECIPE TO FILE PROOF OF PUBLICATION

TO THE PROTHONOTARY:

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

DATE: December 10, 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
-LOUIS A. SIMONI, ESQUIRE

PROOF OF PUBLICATION OF NOTICE IN ALTOONA MIRROR

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
PENNSYLVANIA
CIVIL DIVISION
NO. 08-1766-CD

HSBC USA, N.A., PLAINTIFF Vs
GLORIA HOCKENBERRY, Last Record Holder and JEFF
HOCKENBERRY, Known Heir of Gloria Hockenberry, and LARRY
HOCKENBERRY, Known Heir of Gloria Hockenberry, DEFENDANT(S)
COMPLAINT IN MORTGAGE FORECLOSURE

TO: JEFF HOCKENBERRY, Known Heir of Gloria Hockenberry,
Defendant, whose last known addresses are 107 6th Avenue, Altoona, PA
and 165 Lyle Lane, Coalport, PA 16627.

TAKE NOTICE THAT Plaintiff, HSBC USA, N.A. has filed a Complaint in
Mortgage Foreclosure endorsed with a Notice to Defend against you in the
Court of Common Pleas of Clearfield County, Pennsylvania docketed to
No. 08-1766-CD wherein Plaintiff seeks to foreclose its mortgage secured
on your property located at 165 Lyle Lane, Coalport, PA 16627, 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 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 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.

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

MARK J. UDREN, STUART WINNEG, LORRAINE DOYLE,
ALLAN M. MINATO, CHANDRA M. ARKEMA and LOUIS A. SIMONI
Attorneys for Plaintiff
UDREN LAW OFFICES, P.C.
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620
856-669-5400

STATE OF PEN
COUNTY OF

Bernard A
Advertising Director of the
301 Cayuga Avenue, Town

That said newspaper
Day of June 1874, since w
copy of the printed notice,
edition of the daily ALTOO

orn, says: That he is the
tion, published at Number
ite of Pennsylvania.

culation on the Thirteenth
the City of Altoona; that a
d published in the regular

November 14, 2008

The affiant further deposes and declares that he is not interested in the subject matter of the aforesaid
notice of publication and that all allegations in the foregoing statement as to time, place and character of
publication are true.

Sworn to and subscribed before me this 21st day of November, 20 08.

Notary Public

My Commission expires

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Ann L. Williams, Notary Public
City of Altoona, Blair County

My Commission Expires Oct. 4, 2009

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

:

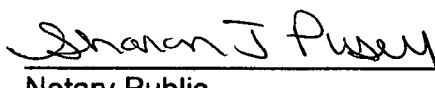
COUNTY OF CLEARFIELD :

On this 21st day of November AD 2008, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of November 21, 2008, Vol. 20, No. 47. And that all of the allegations of this statement as to the time, place, and character of the publication are true.



Gary A. Knaresboro, Esquire
Editor

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



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.
998 Old Eagle School Road, Suite 1209
Wayne, PA 19087

UNITED STATES DISTRICT COURT

IN RE: [illegible]

[illegible]

[illegible text block]

[illegible signature]

[illegible text block]

FILED
DEC 12 2008
William A. Shaw
Prothonotary/Clerk of Courts

[illegible text block]

[illegible text block]

[illegible text block]

LA

FILED

JAN 05 2009
12:20
William A. Shaw
Prothonotary/Clerk of Courts
1 cent to

J. HOCKEN-
BEAM

i

2.) On December 2, 2008 Petitioner filed a letter to Mr. David S. Meholilk Court Administrator, Court of Common Pleas Clearfield County, writing for assistance in the above Actioned No. 2008-1766-CD as to MORTGAGE FORECLOSURE of Gloria Hockenberry

3.) Petitioner presented Strong Questions for Argument to support his Claim.

4.) In the Complaint that was filed by HSBC BANK USA NA LEGAL STAFF (UDREN LAW OFFICE) line 6, there was mention of Mortgage Insurance \$23.94 (Policy) as in all LOANS there is a Policy of INSURANCE to cover Medical and event of death. Which OCCURED to Gloria Hockenberry. Any Rational Person would have such INSURANCE to cover any said loan, also any Rational Person would question this after discovery of this Mortgage Insurance.

5.) Petitioner cannot make appearance to this Honorable Court NOR does he have Counsel to do so for the Petitioner. Petitioner has filed for Appointment of Counsel in this matter.

WHEREFORE, the petitioner Prays this Honorable Court will GRANT THIS Petition to stop Default so a investigation can take part in this Action to Protect the Petitioners Rights and HSBC BANK USA NA Interests as well.

Date 12-29 2008

Respectfully Submitted



Larry Hockenberry Prose

GD-3323

5706 Glades Pike

Somerset, Pa. 15501-0631

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
856-669-5400
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

HSBC Bank USA, N.A.
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

Gloria Hockenberry, Last Record Owner
Jeff Hockenberry, Known Heir of Gloria Hockenberry
Larry Hockenberry, Known Heir of Gloria
Hockenberry
Defendant(s)

NO. 2008-1766-CD

TO: Larry Hockenberry, Known Heir of Gloria Hockenberry
SCI Laurel Highlands
Inmate # GD 3323
5706 Glades Pike, Somerset, PA 15501

Date of Notice: December 23, 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.

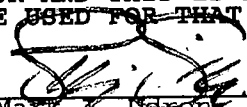
LAWYER REFERRAL SERVICE
David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x 5982

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 x 5982

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

"EXHIBIT"

PROOF OF SERVICE

I hereby certify that a true and correct copy of the foregoing Petition has been mailed Via Prisoner Mail Box ACT/RULE Houston, Jones, Smith, mailed First Class Postage on this 29th DAY OF Dec., 2008

2.) CLERK OF COURTS AND

MR. DAVID MEHOLICK COURT ADMINISTRATOR
COURT OF COMMON PLEAS CLEARFIELD COUNTY
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA. 16830

1.) UNDREN LAW OFFICES P.C.

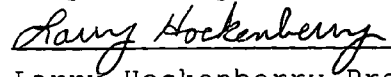
C/O CHANDRA M. ARKEMA, ESQ;
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD
CHERRYHILL, N.J. 08003

VERIFICATION

I verify that the statements therein are true and correct to the best of my Personal Knowledge and Belief. I understand that any false statements made herein are Subject to Penalties of 18 PA. CSA 4904 Relating to unsworn Falsification to Authorities.

Date 12-29 2008

Respectfully Submitted



Larry Hockenberry Prose

GD-3323

5706 Glades Pike

Somerset, Pa. 15501-0631

UP

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CIVIL DIVISION

§
HSBC BANK USA NA §
 plaintiff §
 V. §
GLORIA HOCKENBERRY, LAST RECORD §
OWNER, JEFF HOCKENBERRY KNOWN §
HEIR OF GLORIA HOCKENBERRY, §
LARRY HOCKENBERRY KNOWN HEIR §
OF GLORIA HOCKENBERRY §
§

No. 2008-1766-CD

FILED

JAN 05 2009

W/2:20/c

William A. Shaw
Prothonotary/Clerk of Courts

URGENT TO

J. HOCKENBERRY

PETITION TO PROCEED IN FORMA PAUPERIS

AND NOW, Comes Larry Hockenberry in Prose who Respectfully
Requests that this Honorable Court grant him leave to Proceed IN
FORMA PAUPERIS with pleadings placed before this Honorable Court,
IN SUPPORT of this Petition, Petitioner would show that:

1.) Petitioner is currently housed at SCI Laurel Highlands
Somerset, Pa. 15501-0631

2.) Petitioner exists on a small stipend he earns from
Prison labor approximately \$27.50 per month.

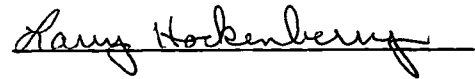
3.) Petitioner OWNS NO CHECKING NOR SAVINGS ACCOUNTS NOR ANYTHING of Value which he may exchange for funds to Pay the Costs or Fees of Proceedings before this Honorable Court.

4.) Petitioner is Indigent, does not have NOR can Raise the funds to Pay the Costs and Fees of Proceedings before this Honorable Court.

WHEREFORE The Petitioner Respectfully Prays this Honorable Court will GRANT This Petition and Allow the Petitioner to Proceed IN FORMA PAUPERIS.

Date 12-29 2008

Respectfully Submitted



Larry Hockenberry Prose

GD-3323

5706 Glades Pike

Somerset, Pa. 15501-0631

PROOF OF SERVICE

I hereby certify that a true and correct copy of the foregoing Petition has been mailed Via Prisoner Mail Box ACT/RULE Houston, Jones, Smith, mailed First Class Postage on this 29th DAY OF Dec, 2008

2.) CLERK OF COURTS AND

MR. DAVID MEHOLICK COURT ADMINISTRATOR
COURT OF COMMON PLEAS CLEARFIELD COUNTY
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA. 16830

1.) UNDREN LAW OFFICES P.C.

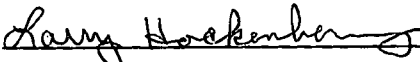
C/O CHANDRA M. ARKEMA, ESQ;
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD
CHERRYHILL, N.J. 08003

VERIFICATION

I verify that the statements therein are true and correct to the best of my Personal Knowledge and Belief. I understand that any false statements made herein are Subject to Penalties of 18 PA. CSA 4904 Relating to unsworn Falsification to Authorities.

Date 12-29 2008

Respectfully Submitted



Larry Hockenberry Prose

GD-3323

5706 Glades Pike

Somerset, Pa. 15501-0631

1A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CIVIL DIVISION

§
HSBC BANK USA NA §
 plaintiff §
 V. § No. 2008-1766-CD
GLORIA HOCKENBERRY, LAST RECORD §
OWNER, JEFF HOCKENBERRY KNOWN §
HEIR OF GLORIA HOCKENBERRY §
LARRY HOCKENBERRY KNOWN HEIR OF §
GLORIA HOCKENBERRY §
§

FILED
JAN 05 2009
m/3:20/w
William A. Shaw
Prothonotary/Clerk of Courts
I came to
J. Hockenberry
Barr

PETITION FOR APPOINTMENT OF COUNSEL

AND NOW, Comes before this Honorable Court The Petitioner Larry Hockenberry, in Prose Respectfully Requests this Honorable Court Appoint Counsel to Assist Petitioner with Pleading's placed before this Honorable Court, and in support thereof would show that:

1.) Petitioner has placed Pleading's before this Honorable Court seeking Relief from A NOTICE OF DEFAULT in the Above ACTION NO. 2008-1766-CD as to MORTGAGE FORECLOSURE of his deceased Mother GLORIA HOCKENBERRY'S Estate.

2.) The issues involved are very complex, involves
Petitioners Rights.

3.) Petitioners Claims have merit.

4.) Petitioner is poorly educated and has NO training,
experience NOR education in the Science and mechanics of Laws.

5.) A factual investigation will be NECESSARY, and
Petitioner does not have ability to carry out same;

6.) The issues are liable likely to turn on Credibility
determinations;

7.) Petitioner does not have access to a computer (LEXUS AND
WESTLAW) NOR photocopier;

8.) Counsel can materially aid Court, shorten litigation and
contribute to economical use of Judicial Resources;

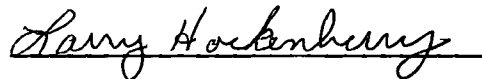
9.) THE HSBC BANK USA N.A. has their Professionals
presenting their side of this case, without the assistance of
Counsel this would be a case of "DAVID VERSUS GOLIATH" only this
time "DAVID" would not even have the benefit of a slingshot!

10.) THERE is NO PARA-LEGAL service at this SCI to assist
the Petitioner in this Action;

WHEREFORE Petitioner Respectfully Prays that this Honorable Court will in the interest of Justice and Fairness GRANT this Petition for Appointment of Counsel, to assist Petitioner with the forthcoming Proceeding's.

Date 12-29 2008

Respectfully Submitted



Larry Hockenberry Prose

GD-3323

5706 Glades Pike

Somerset, Pa. 15501-0631

PROOF OF SERVICE

I hereby certify that a true and correct copy of the foregoing Petition has been mailed Via Prisoner Mail Box ACT/RULE Houston, Jones, Smith, mailed First Class Postage on this 29th DAY OF DEC 2008

2.) CLERK OF COURTS AND

MR. DAVID MEHOLICK COURT ADMINISTRATOR
COURT OF COMMON PLEAS CLEARFIELD COUNTY
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA. 16830

1.) UNDREN LAW OFFICES P.C.

C/O CHANDRA M. ARKEMA, ESQ;
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD
CHERRYHILL, N.J. 08003

VERIFICATION

I verify that the statements therein are true and correct to the best of my Personal Knowledge and Belief. I understand that any false statements made herein are Subject to Penalties of 18 PA. CSA 4904 Relating to unsworn Falsification to Authorities.

Date 12-29 2008

Respectfully Submitted

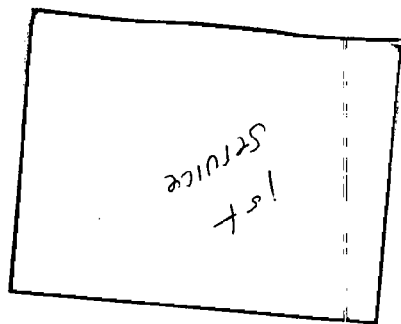
Larry Hockenberry

Larry Hockenberry Prose

GD-3323

5706 Glades Pike

Somerset, Pa. 15501-0631



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104682
NO: 08-1766-CD
SERVICE # 3 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC BANK USA, N.A.

vs.

DEFENDANT: GLORIDA HOCKENBERRY, last record owner, JEFF HOCKENBERRY, known heir of Glorida Hockenberry
LARRY HOCKENBERRY, known heir of Gloria Hockenberry

SHERIFF RETURN

NOW, September 30, 2008, SHERIFF OF BLAIR COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JEFF HOCKENBERRY.

NOW, October 15, 2008 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JEFF HOCKENBERRY, DEFENDANT. THE RETURN OF BLAIR COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN MARKED "NOT FOUND".

5
FILED
0/3130um
JAN 14 2009
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104682
NO: 08-1766-CD
SERVICE # 4 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC BANK USA, N.A.

vs.

DEFENDANT: GLORIDA HOCKENBERRY, last record owner, JEFF HOCKENBERRY, known heir of Glorida Hockenberry
LARRY HOCKENBERRY, known heir of Gloria Hockenberry

SHERIFF RETURN

NOW, September 30, 2008, SHERIFF OF BLAIR COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LARRY HOCKENBERRY.

NOW, October 15, 2008 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LARRY HOCKENBERRY, DEFENDANT. THE RETURN OF BLAIR COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN MARKED "NOT FOUND".

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104682
NO: 08-1766-CD
SERVICES 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC BANK USA, N.A.

vs.

DEFENDANT: GLORIDA HOCKENBERRY, last record owner, JEFF HOCKENBERRY, known heir of Glorida Hockenberry
LARRY HOCKENBERRY, known heir of Gloria Hockenberry

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	UDREN	120150	40.00
SHERIFF HAWKINS	UDREN	120150	60.00
BLAIR CO.	UDREN	120151	37.50

Sworn to Before Me This

_____ Day of _____ 2009

So Answers,



Chester A. Hawkins
Sheriff

DATE RECEIVED

See Remarks

Pg. 104682

DATE PROCESSED

SHERIFF'S DEPARTMENTBLAIR COUNTY, PENNSYLVANIA
COURTHOUSE, HOLLIDAYSBURG, PA. 16648

1-2

**SHERIFF SERVICE
PROCESS RECEIPT, and AFFIDAVIT OF RETURN****INSTRUCTIONS:**

Print legibly, insuring readability of all copies.

Do not detach any copies. BCSO ENV. #

1. PLAINTIFF / S / HSBC Bank USA		2. COURT NUMBER 2008-17166-CO/601971-08
3. DEFENDANT / S / Jeff Hockenberry et al		4. TYPE OF WRIT OR COMPLAINT Mortgage Foreclosure
SERVE AT	5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD. Jeff Hockenberry	
	6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code) 107 16th Avenue Altoona Pa 16601	
7. INDICATE UNUSUAL SERVICE: ☒ PERSONAL ☒ PERSON IN CHARGE ☐ DEPUTIZE ☐ CERT. MAIL ☐ REGISTERED MAIL ☐ POSTED ☐ OTHER		

NOW, _____, I, SHERIFF OF BLAIR COUNTY, PA., do hereby deputize the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.

SHERIFF OF BLAIR COUNTY

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN — Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. SIGNATURE of ATTORNEY or other ORIGINATOR requesting service on behalf of: Lillian Law Offices Deputized by Blairfield Co.	10. TELEPHONE NUMBER 8866695400	11. DATE

SPACE BELOW FOR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE

12. I acknowledge receipt of the writ or complaint as indicated above.		SIGNATURE of Authorized BCSO Deputy or Clerk and Title BScheiber		13. Date Received 10-1-08	14. Expiration/Hearing date 10-19-08											
15. I hereby CERTIFY and RETURN that I ☐ have personally served, ☐ have served person in charge, ☐ have legal evidence of service as shown in "Remarks" (on reverse) ☐ have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by handing/or Posting a TRUE and ATTESTED COPY thereof.																
16. ☒ I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)																
17. Name and title of individual served				18. A person of suitable age and discretion then residing in the delendant's usual place of abode. ☐	Read Order ☐											
19. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)				20. Date of Service	21. Time											
22. ATTEMPTS	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	
1	10/1/08		CMF RTM		27.5		10.00									
23. Advance Costs 100.00		24. 133674		25. 27.5		26. 10.00		27. Total Costs 37.50		28. COST DUE OR REFUND 112.50						

30. REMARKS

Vacant lot

SO ANSWER.

AFFIRMED and subscribed to before me this

15th

day of

October, 2008

By (Sheriff/Dep. Sheriff) (Please Print or Type)

Date

Signature of Sheriff

Date

10-15-08

SHERIFF OF BLAIR COUNTY

COMMONWEALTH OF PENNSYLVANIA
Notary Public
Brenda L. Prendergast, Notary Public
Hollidaysburg Boro, Blair County
My Commission Expires Aug 15, 2010
I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE
OF AUTHORIZED PERSONAL SERVICE AND NOTARIES

39. Date Received

SHERIFF'S RETURN OF SERVICE

() (1) The within _____
upon _____, the within named
defendant by mailing to _____
by _____ mail, return receipt requested, postage
prepaid _____ on the _____
a true and attested copy thereof at _____

The return receipt signed by _____
defendant on the _____ is hereto attached and
made part of this return.

() (2) Outside the Commonwealth, pursuant to Pa. R.C.P. 405 (c) (1) (2), by mailing a true and
attested copy thereof at _____

in the following manner:

() (a) To the defendant by () registered () certified mail, return receipt requested,
postage prepaid, addressee only on the _____
said receipt being returned NOT signed by defendant, but with a notation by the Postal
Authorities that defendant refused to accept the same. The returned receipt and envelope
is attached hereto and made part of this return.

And thereafter:

() (b) To the defendant by ordinary mail addressed to defendant at same address, with the
return address of the Sheriff appearing thereon, on the _____

I further certify that after fifteen (15) days from the mailing date, I have not received said
envelope back from the Postal Authorities. A certificate of mailing is hereto attached as a
proof of mailing.

() (3) By publication in a daily publication of general circulation in the County of Blair,
Commonwealth of Pennsylvania, _____ time (s) with publication appearing

The affidavit from said publication is hereto attached.

() (4) By mailing to _____
by _____ mail, return receipt requested, postage prepaid,
_____ on the _____
a true and attested copy thereof at _____

The _____ returned by the Postal
Authorities marked _____
is hereto attached.

() (5) Other _____

DATE RECEIVED

See Remarks

DATE PROCESSED

SHERIFF'S DEPARTMENT

BLAIR COUNTY, PENNSYLVANIA
COURTHOUSE, HOLLIDAYSBURG, PA. 16648

2-2

SHERIFF SERVICE
PROCESS RECEIPT, and AFFIDAVIT OF RETURN

INSTRUCTIONS:

Print legibly, insuring readability of all copies.

Do not detach any copies. BCSO ENV. #

1. PLAINTIFF / S /	2. COURT NUMBER
HSBC Bank USA	08-1766-CD/60197T-08
3. DEFENDANT / S /	4. TYPE OF WRIT OR COMPLAINT
Jeff Hockenberry et al	Mortgage Foreclosure
5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD.	
Larry Hockenberry	
6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)	
107 Glen Avenue Altoona PA 16601	
7. INDICATE UNUSUAL SERVICE: ☒ PERSONAL ☒ PERSON IN CHARGE ☐ DEPUTIZE ☐ CERT. MAIL ☐ REGISTERED MAIL ☐ POSTED ☐ OTHER	

SERVE



AT

NOW, _____, I, SHERIFF OF BLAIR COUNTY, PA., do hereby deputize the Sheriff of
County to execute this Writ and make return thereof according
to law. This deputation being made at the request and risk of the plaintiff.

SHERIFF OF BLAIR COUNTY

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN — Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriffs' sale thereof.

9. SIGNATURE of ATTORNEY or other ORIGINATOR requesting service on behalf of:	10. TELEPHONE NUMBER	11. DATE
☐ PLAINTIFF ☐ DEFENDANT		

SPACE BELOW FOR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE

12. I acknowledge receipt of the writ or complaint as indicated above.	SIGNATURE of Authorized BCSO Deputy or Clerk and Title	13. Date Received	14. Expiration/Hearing date
	B. Schreiber	10-1-08	10-19-08
15. I hereby CERTIFY and RETURN that I ☐ have personally served, ☐ have served person in charge, ☐ have legal evidence of service as shown in "Remarks" (on reverse) ☐ have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by hand ing/or Posting a TRUE and ATTESTED COPY thereof.			

15. ☒ I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)

17. Name and title of individual served	18. A person of suitable age and discretion then residing in the defendant's usual place of abode. ☐	Read Order ☐

19. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

20. Date of Service

21. Time

22. ATTEMPTS	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.
1	10/1/08		CME												
23. Advance Costs		24.	25.		26.		27. Total Costs		28. COST DUE OR REFUND						

30. REMARKS

Vacant lot

SO ANSWER.

AFFIRMED and subscribed to before me this

By (Sheriff/Dep. Sheriff) (Please Print or Type)

Date

day of

Signature of Sheriff

Date

NOTARY PUBLIC

SHERIFF OF BLAIR COUNTY

MY COMMISSION EXPIRES

I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED ISSUING AUTHORITY AND TITLE.

39. Date Received

SHERIFF'S RETURN OF SERVICE

() (1) The within _____
upon _____, the within named
defendant by mailing to _____
by _____ mail, return receipt requested, postage
prepaid _____ on the _____
a true and attested copy thereof at _____

The return receipt signed by _____
defendant on the _____ is hereto attached and
made part of this return.

() (2) Outside the Commonwealth, pursuant to Pa. R.C.P. 405 (c) (1) (2), by mailing a true and
attested copy thereof at _____

in the following manner.

() (a) To the defendant by () registered () certified mail, return receipt requested,
postage prepaid, addressee only on the _____,
said receipt being returned NOT signed by defendant, but with a notation by the Postal
Authorities that defendant refused to accept the same. The returned receipt and envelope
is attached hereto and made part of this return.

And thereafter:

() (b) To the defendant by ordinary mail addressed to defendant at same address, with the
return address of the Sheriff appearing thereon, on the _____

I further certify that after fifteen (15) days from the mailing date, I have not received said
envelope back from the Postal Authorities. A certificate of mailing is hereto attached as a
proof of mailing.

() (3) By publication in a daily publication of general circulation in the County of Blair,
Commonwealth of Pennsylvania, _____ time (s) with publication appearing

The affidavit from said publication is hereto attached.

JAN 14 2009

William A. Shaw,
Prothonotary/Clerk of Courts

() (4) By mailing to _____
by _____ mail, return receipt requested, postage prepaid,
_____ on the _____
a true and attested copy thereof at _____

The _____ returned by the Postal
Authorities marked _____
is hereto attached.

() (5) Other _____

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104880
NO: 08-1766-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC BANK USA, N.A.

vs.

DEFENDANT: GLORIA HOCKENBERRY et al

SHERIFF RETURN

NOW, November 19, 2008, SHERIFF OF SOMERSET COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LARRY HOCKENBERRY known heir of Gloria Hockenberry.

NOW, November 21, 2008 AT 9:15 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LARRY HOCKENBERRY known heir of Gloria Hockenberry, DEFENDANT. THE RETURN OF SOMERSET COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

5
FILED
01/13/30am
JAN 14 2009

William A. Shaw
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104880
NO: 08-1766-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC BANK USA, N.A.
vs.
DEFENDANT: GLORIA HOCKENBERRY et al

SHERIFF RETURN

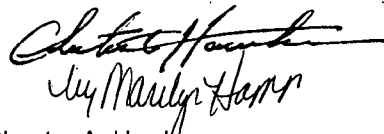
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	UDREN	122133	10.00
SHERIFF HAWKINS	UDREN	122133	12.00
SOMERSET CO.	UDREN	122134	30.50

Sworn to Before Me This

_____ Day of _____ 2009

So Answers,



Chester A. Hawkins
Sheriff

SHERIFF'S RETURN - REGULAR

CASE NO: 2008-01766 T

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF SOMERSET

HSBC BANK USA NA

VS

LARRY HOCKENBERRY

DUSTIN M WEIR, Deputy Sheriff of Somerset County,

Pennsylvania, who being duly sworn according to law, says the

within COMPLAINT-MTG FORECLOS was served upon

HOCKENBERRY LARRY the

DEFENDANT, at 0009:15 Hour, on the 21st day of November, 2008

at SCI LAUREL HIGHLANDS 5706 GLADES PIKE

SOMERSET, PA 15501 by handing to

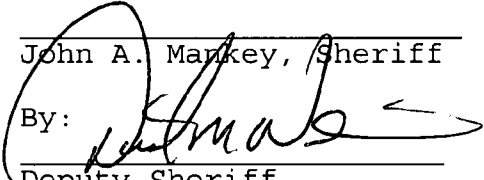
LARRY HOCKENBERRY

a true and attested copy of COMPLAINT-MTG FORECLOS.

Somerset County
Sheriff Costs.... 30.50

So Answers:

John A. Markey, Sheriff

By: 

Deputy Sheriff

Who hereby verifies that the facts set forth above are true and correct, and who acknowledges that this verification is subject to the Pennsylvania Crimes Code relating to unsworn falsification.

ATTEMPTS:

FILED

JAN 14 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104905
NO: 08-1766-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

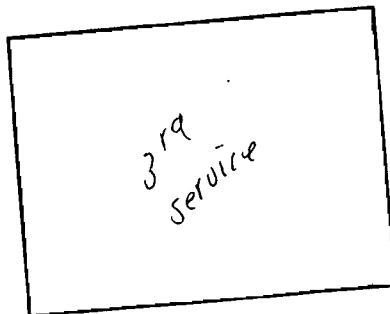
PLAINTIFF: HSBC BANK USA, N.A.
vs.
DEFENDANT: GLORIA HOCKENBERRY al

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	UDREN	122690	10.00
SHERIFF HAWKINS	UDREN	122690	41.76

5
FILED
01/31/30am
JAN 14 2009
William A. Shaw
Prothonotary/Clerk of Courts



Sworn to Before Me This

_____ Day of _____ 2009

So Answers,

A handwritten signature in cursive, appearing to read "Chester A. Hawkins".

Chester A. Hawkins
Sheriff

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

HSBC BANK USA NA,
Plaintiff

vs.

GLORIA HOCKENBERRY, Last Record Owner,
JEFF HOCKENBERRY, Known Heir of Gloria
Hockenberry, LARRY HOCKENBERRY, Known
Heir of Gloria Hockenberry,
Defendants

No. 08-1766-CD

FILED

JAN 29 2009

0/1:00/ung

William A. Shaw
Prothonotary/Clerk of Courts

CERT TO LARRY HOCKENBERRY
ATTY. A. R. KEMA
JEFF HOCKENBERRY
C/A

ORDER

27th FA
AND NOW, this 27th day of January, 2009, the Court being in receipt of and having reviewed the following pro se documents filed by Defendant Larry Hockenberry: Petition to Proceed In Forma Pauperis, Petition for Appointment of Counsel and Petition to Stop Default; it is the ORDER of this Court as follows:

1. The Petition to Proceed in Forma Pauperis is DENIED, as there is no cost to file pleading(s) with the Prothonotary's Office in civil cases;
2. The Petition for Appointment of Counsel is DENIED, as there is no right to court-appointed counsel in civil cases; and
3. Argument on the Petition to Stop Default is hereby scheduled for the 27th day of February, 2009 at 10:00am in Courtroom No. 1 of the Clearfield County Courthouse. The Court notes that as the Defendant Larry Hockenberry is currently housed at SCI Laurel Highlands, the Court Administrator is directed to make arrangements for his participation via video conferencing.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

JEFF HOCKEY
107 6th Ave
ALTOONA PA 16601

FILED

JAN 29 2009

William A. Shaw
Prothonotary/Clerk of Courts

1-29-09
CALLED
A. RODGERS &
RETURNED

Judgment &
Writ.

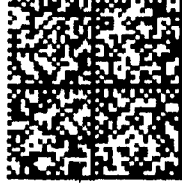
William A. Shaw, Prothonotary
P.O. Box 549
Clearfield, PA 16830

no further
address
in file

William A. Shaw
Prothonotary/Clerk of Courts

FEB 06 2009

FILED



Hasler

016H16505405

\$00.420

01/29/2009

Mailed From 16830

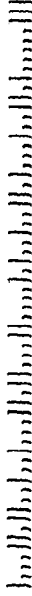
US POSTAGE

Jeff Hockenberry
107 6th Ave.
Altoona, PA

NIXIE 185 DE 1 00 02/04/09

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 16830054949 *1173-21798-29-40



1683000549

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

HSBC BANK USA NA,
Plaintiff

vs.

GLORIA HOCKENBERRY, Last Record Owner,
JEFF HOCKENBERRY, Known Heir of Gloria
Hockenberry, LARRY HOCKENBERRY, Known
Heir of Gloria Hockenberry,
Defendants

*
*
*
*
*
*
*

No. 08-1766-CD

ORDER

27th JSK
AND NOW, this ~~7th~~ day of January, 2009, the Court being in receipt of and having reviewed the following pro se documents filed by Defendant Larry Hockenberry: Petition to Proceed In Forma Pauperis, Petition for Appointment of Counsel and Petition to Stop Default; it is the ORDER of this Court as follows:

1. The Petition to Proceed in Forma Pauperis is DENIED, as there is no cost to file pleading(s) with the Prothonotary's Office in civil cases;
2. The Petition for Appointment of Counsel is DENIED, as there is no right to court-appointed counsel in civil cases; and
3. Argument on the Petition to Stop Default is hereby scheduled for the 27th day of FEBRUARY, 2009 at 10:00 Am. in Courtroom No. 1 of the Clearfield County Courthouse. The Court notes that as the Defendant Larry Hockenberry is currently housed at SCI Laurel Highlands, the Court Administrator is directed to make arrangements for his participation via video conferencing.

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

BY THE COURT,

/s/ Fredric J. Ammerman

FREDRIC J. AMMERMAN
President Judge

JAN 29 2009

Attest.

William A. H.
Prothonotary/
Clerk of Courts

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

HSBC BANK, USA, N.A.

Plaintiff,

v.

No. 08-1766-CD

Gloria Hockenberry, Last Record Owner,
JEFF HOCKENBERRY, Known Heir of Gloria
Hockenberry, LARRY HOCKENBERRY, Known
Heir of Gloria Hockenberry,
Defendants.

ENTRY OF APPEARANCE

TO: William A. Shaw, Prothonotary:

Please enter my appearance on behalf of HSBC Bank, USA N.A., plaintiff in the
above-captioned matter.

Respectfully submitted,



John R. Lhota, Attorney at Law
John R. Lhota, P.C.
110 North Second Street
Clearfield, PA 16830
(814) 765-9611
Pa. I. D. No. 22492

Dated: February 27, 2009

FILED

912:40BA
FEB 27 2009

2cc
Atty Lhota

William A. Shaw
Prothonotary/Clerk of Courts

EW

FILED

FEB 27 2009

William A. Shaw
Prothonotary/Clerk of Courts

A handwritten signature in black ink, appearing to read "W. A. Shaw", is written across a horizontal line. The signature is stylized with loops and flourishes.

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

HSBC BANK USA NA	}	
VS	}	NO. 08-1766-CD
GLORIA HOCKENBERRY, LAST	}	
RECORD OWNER, JEFF	}	
HOCKENBERRY, KNOWN HEIR OF	}	
GLORIA HOCKENBERRY; LARRY	}	
HOCKENBERRY, KNOWN HEIR OF	}	
GLORIA HOCKENBERRY	}	

FILED 2CC Atty Lhota
014:00/01
MAR 02 2009 2cc Defs
107 6th Ave.
Altoona, PA
William A. Shaw
Prothonotary/Clerk of Courts
166401
ER

ORDER

NOW, this 27th day of February, 2009, following argument on the Petition to Stop Default which was filed pro se by Larry Hockenberry; the Court not having been provided with adequate information as to what particular mortgage insurance policy may have been in effect relative the mortgage; it is the ORDER of this Court that the Plaintiff have no more than Thirty (30) Days from this date in which to file an amended complaint. The amended complaint shall specifically provide information as to the mortgage insurance policy, the premium of which is referenced in Paragraph 6 of the original complaint. The amended complaint shall provide information such that the Court and parties will be able to determine what type of

mortgage insurance was in effect and on what types of claim(s) the policy would pay or not pay.

BY THE COURT,

A handwritten signature in cursive script, appearing to read "Judge J. Cunningham", is written over a horizontal line.

President Judge

FILED

MAR 02 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE 3/2/09

____ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

____ Plaintiff(s) ☒ Photo only Plaintiff(s) Attorney ☐ Other

☒ Defendant(s) ☐ Defendant(s) Attorney

____ Special Instructions:

WILLIAM A. SHAW
PROTHONOTARY
and CLERK of COURTS
P.O. BOX 549
CLEARFIELD, PENNSYLVANIA 16830

FILED

MAR - 9 2009

William A. Shaw
Prothonotary/Clerk of Courts

no further
address in file

Gloria Hockenberry
Jeff Hockenberry
Larry Hockenberry
107 6th Ave.
Altoona, PA

NIXIE

165 DE 1

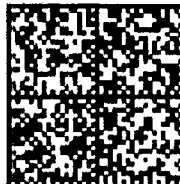
00 03/07/09

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

BC: 16830054949

*1173-09504-03-38

16830054949



Hasler

016H16505405
\$00.420
03/03/2009
Mailed From 16830
US POSTAGE

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

HSBC BANK USA NA	}	
VS	}	NO. 08-1766-CD
GLORIA HOCKENBERRY, LAST	}	
RECORD OWNER, JEFF	}	
HOCKENBERRY, KNOWN HEIR OF	}	
GLORIA HOCKENBERRY; LARRY	}	
HOCKENBERRY, KNOWN HEIR OF	}	
GLORIA HOCKENBERRY	}	

O R D E R

NOW, this 27th day of February, 2009, following argument on the Petition to Stop Default which was filed pro se by Larry Hockenberry; the Court not having been provided with adequate information as to what particular mortgage insurance policy may have been in effect relative the mortgage; it is the ORDER of this Court that the Plaintiff have no more than Thirty (30) Days from this date in which to file an amended complaint. The amended complaint shall specifically provide information as to the mortgage insurance policy, the premium of which is referenced in Paragraph 6 of the original complaint. The amended complaint shall provide information such that the Court and parties will be able to determine what type of

mortgage insurance was in effect and on what types of
claim(s) the policy would pay or not pay.

BY THE COURT,

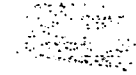
/S/ Fredric J Ammerman

President Judge

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

MAR 02 2009

Attest.



William L. Shaw
Prothonotary/
Clerk of Courts

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

HSBC BANK USA NA	}	
VS	}	NO. 08-1766-CD
GLORIA HOCKENBERRY, LAST	}	
RECORD OWNER, JEFF	}	
HOCKENBERRY, KNOWN HEIR OF	}	
GLORIA HOCKENBERRY; LARRY	}	
HOCKENBERRY, KNOWN HEIR OF	}	
GLORIA HOCKENBERRY	}	

O R D E R

NOW, this 27th day of February, 2009, following argument on the Petition to Stop Default which was filed pro se by Larry Hockenberry; the Court not having been provided with adequate information as to what particular mortgage insurance policy may have been in effect relative the mortgage; it is the ORDER of this Court that the Plaintiff have no more than Thirty (30) Days from this date in which to file an amended complaint. The amended complaint shall specifically provide information as to the mortgage insurance policy, the premium of which is referenced in Paragraph 6 of the original complaint. The amended complaint shall provide information such that the Court and parties will be able to determine what type of

mortgage insurance was in effect and on what types of claim(s) the policy would pay or not pay.

BY THE COURT,

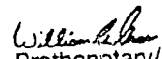
/S/ Fredric J Ammerman

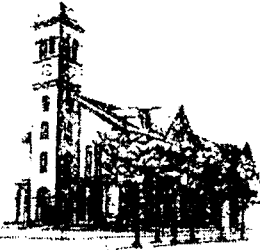
President Judge

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

MAR 02 2009

Attest.


Prothonotary/
Clerk of Courts



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

Jacki Kendrick
Deputy Prothonotary/Clerk of Courts

Bonnie Hudson
Administrative Assistant

David S. Ammerman
Solicitor

PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ www.clearfieldco.org

To: All Concerned Parties

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

William A. Shaw, Prothonotary

DATE: 3/21/09

_____ You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

_____ Plaintiff(s) Attorney Lhotka only X Plaintiff(s) Attorney _____ Other

X Defendant(s) _____ Defendant(s) Attorney

_____ Special Instructions:

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

FILED
MAR 30 2009
m/h: 05/2
William A. Shaw
Prothonotary/Clerk of Courts
no c/c

856-669-5400

pleadings@udren.com

HSBC Bank USA, N.A.
961 Weigel Drive
Elmhurst, IL 60126
Plaintiff

v.

Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
107 6th Avenue
Altoona, PA 16601
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

NO.08-1766-CD

AMENDED COMPLAINT IN MORTGAGE FORECLOSURE
PURSUANT TO COURT ORDER

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 x 5982

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. Ademàs, 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 x 5982**

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.

Assignee: HSBC Bank USA, N.A.

Recording Date: December 17, 2008

Instrument Number: 200820015

A true and correct copy of the Assignment of Mortgage is attached hereto as **Exhibit A**.

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: 165 Lyle Lane

MUNICIPALITY/TOWNSHIP/BOROUGH: Beccaria Township

COUNTY: Clearfield

DATE EXECUTED: 12/19/07

DATE RECORDED: 12/26/07 INSTRUMENT NO.: 200721100

Please see Mortgage attached hereto as **Exhibit B**.

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 7/12/08:

Principal of debt due	\$53,110.16
Unpaid Interest at 6.875% from 3/01/08 to 7/12/08 (the per diem interest accruing on this debt is \$10.00 and that sum should be added each day after 7/12/08)	1,327.16
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$99.44 and that sum should be added on the first of each month after 7/12/08)	126.80
Late Charges (monthly late charge of \$17.47 should be added in accordance with the terms of the note each month after 7/12/08)	52.41
Additional Fees	37.50
Mortgage Insurance	23.94
Attorneys Fees (anticipated and actual to 5% of principal)	<u>2,655.51</u>

TOTAL \$57,938.48

Pursuant to Court Order dated February 27, 2009, attached hereto as Exhibit C, please find Mortgage Insurance policy in connection with the Mortgage insurance fees listed in this paragraph.

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 D, 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 \$57,938.48 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: 

Attorney for Plaintiff

LOUIS A. SIMONI, ESQUIRE

CLEARFIELD COUNTY RECORDER OF DEEDS

Maurene E. Inlow, Recorder

Betty L. Lansberry - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

*RETURN DOCUMENT TO:

VESTA LAND TRANSFER

Instrument Number - 200820015

Recorded On 12/17/2008 At 1:36:01 PM

* Instrument Type - ASSIGNMENT

* Total Pages - 4

Invoice Number - 196861

* Assignor - MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

* Assignee - HSBC BANK USA

* Customer - VESTA LAND TRANSFER

* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$13.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$28.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Maurene E. Inlow

Maurene E. Inlow
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

EXHIBIT A

Loan #4554420
MJU#08070249-1
Pin#101-H18-675-00002

Prepared By: Heather Doyle

SUBSEQUENT TO RECORDATION

PLEASE MAIL TO:

Vesta Land Transfer
Woodcrest Corporate Center
111 Woodcrest Road
Cherry Hill, New Jersey 08003

08-18788

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, Mortgage Electronic Registration Systems, Inc. ("Assignor"), hereby assigns, grants, transfers and sets over, unto

HSBC Bank USA, N.A.

its successors and assigns ("Assignee"), all of its right title and interest in and to that certain Mortgage, together with the indebtedness secured thereby, in the original principal sum of \$53,200.00, dated 12/19/07 and recorded 12/26/07 among the Records of the Recorder of Deeds for Clearfield County, State of Pennsylvania, at Instrument Number 200721100, from

Gloria Hockenberry

To

Mortgage Electronic Registration Systems, Inc.

who Assigned to Assignor herein on n/a Book n/a, Page n/a, covering premises lying and situated in the County/City and State aforesaid, the improvements thereon being known and designated as

165 Lyle Lane
Coalport, PA 16627

TOGETHER with all right title and interest of Assignor in and to all collateral loan documents and rights relating to said Mortgage.

TO HAVE AND TO HOLD the same unto said Assignee, its successors and assigns, to its and their proper use and benefit forever.

ALL that certain lot or parcel of ground situate in the Township of Beccaria, County of Clearfield,
and Commonwealth of Pennsylvania, bounded and described as follows:

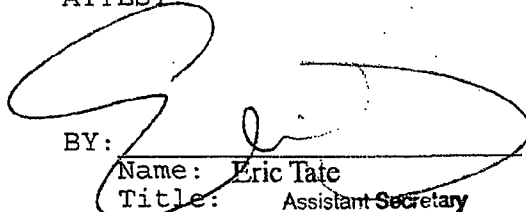
Having the Tax Map No. 101-H18-675-2 as found in the records of the
Assessment Office of Clearfield County, Pennsylvania and
being assessed as 2 Houses & 1.5 acres.

IN WITNESS WHEREOF, the Assignor has caused these presents to be
duly executed by its proper officers under seal this 3 day of
December, 20 08.

ATTEST:

Mortgage Electronic Registration
Systems, Inc.

BY:

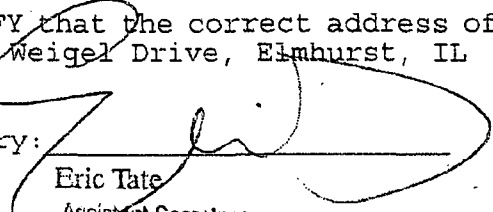

Name: Eric Tate
Title: Assistant Secretary

BY:


Name: Christina Allen
Title: V.P.

I CERTIFY that the correct address of the within-named Assignee is:
C/O 961 Weigel Drive, Elmhurst, IL 60126

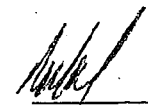
Signatory:


Eric Tate
Assistant Secretary

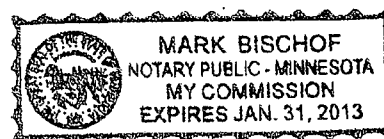
State of MN
County of Dakota

()
() SS

Be it remembered, that on this 3 day of December, 2008,
before me, the subscriber, personally appeared Christina Allen
and Eric Tate, who are the V.P. and
Assistant Secretary, respectively of the Assignor herein, who
signed the within instrument and acknowledged that they signed,
sealed with the corporate seal of the corporation and delivered the
same as such officers as a voluntary act and deed of such
corporation, made by virtue of a Resolution of its Board of
Directors.


Notary Public,
My Commission Expires: 1-31-13

Loan#4554420
MJU#08070249-1
Prepared By: Heather Doyle



0459544209

**CLEARFIELD COUNTY
RECORDER OF DEEDS**

Karen L. Starck, Recorder

Maurene Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**

MICHAEL SCHAEFER ESQUIRE

Instrument Number - 200721100

Recorded On 12/26/2007 At 11:06:19 AM

* Instrument Type - MORTGAGE

* Total Pages - 18

Invoice Number - 178439

* Mortgagor - HOCKENBERRY, GLORIA

* Mortgagee - MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

* Customer - MICHAEL SCHAEFER ESQUIRE

*** FEES**

STATE WRIT TAX \$0.50

JCS/ACCESS TO JUSTICE \$10.00

RECORDING FEES - \$39.00

RECORDER

RECORDER IMPROVEMENT \$3.00

FUND

COUNTY IMPROVEMENT FUND \$2.00

TOTAL PAID \$54.50

**I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.**



Karen L. Starck

**Karen L. Starck
Recorder of Deeds**

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

EXHIBIT B

MORTGAGE FROM: GLORIA HOCKENBERRY
MORTGAGE TO: HSBC MORTGAGE CORPORATION

Prepared By:

RICHTER, SUSAN

Return To:

HSBC MORTGAGE CORPORATION (USA)
2929 WALDEN AVENUE, DEPEW, NY
14043

Parcel Number:

101-H18-675-2

Premises:

165 LYLE LANE, COALPORT, PA
16627

_____[Space Above This Line For Recording Data]_____

Conventional MORTGAGE

DEFINITIONS

MIN 100022404595442092

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **December 19, 2007** together with all Riders to this document.

(B) "Borrower" is **GLORIA HOCKENBERRY**

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint MI 48501-2026, tel. (888) 679-MERS.

PA 3115

0459544209

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Wolters Kluwer Financial Services

VMP®-6A(PA)(0508) 02 Form 3039 1/01

Page 1 of 18

Initials

G A

(D) "Lender" is HSBC Mortgage Corporation (USA)

Lender is a **DELAWARE CORPORATION**

organized and existing under the laws of **DELAWARE**

Lender's address is **2929 WALDEN AVENUE, DEPEW, NY 14043**

(E) "Note" means the promissory note signed by Borrower and dated **December 19, 2007**

The Note states that Borrower owes Lender **FIFTY THREE THOUSAND TWO HUNDRED and NO/100**
Dollars

(U.S. \$53,200.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than **January 01, 2038**

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the
Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges
due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following
Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,
ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,
non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other
charges that are imposed on Borrower or the Property by a condominium association, homeowners
association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by
check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic
instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit
or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller
machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse
transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid
by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)
damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the
Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the
value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,
the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the
Note, plus (ii) any amounts under Section 3 of this Security Instrument.

PA 3115

0459544209

VMP®-BA(PA) (0508) 02

Page 2 of 16

Initials

Form 3039 1/01

G.H

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the COUNTY [Type of Recording Jurisdiction] of CLEARFIELD [Name of Recording Jurisdiction]

SEE SCHEDULE A ATTACHED HERETO

which currently has the address of 165 LYLE LANE

COALPORT

[City], Pennsylvania 16627

[Street]

[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

PA 3115

0459544209

Initials

VMP®-6A(PA) (0508) 02

Page 3 of 16

Form 3039 1/01

G. H

Exhibit "A"

ALL that certain lot or parcel of ground situate in the Township of Beccaria, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

Having a Tax Map No. 101-H18-675-2 as found in the records of the Assessment Office of Clearfield County, Pennsylvania.

G. H.

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment

PA 3115

0459544209

VMP®-6A(PA) (0508) 02

Page 4 of 16

Initials

Form 3039 1/01

G. H.

can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

PA 3115

0459544209

Initials

VMP®-6A(PA) (0508) 02

Page 5 of 16

Form 3039 1/01

G. H.

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

G. H.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

PA 3115

0459544209

VMP®-6A(PA) (0508) 02

Page 7 of 18

Initials

Form 3039 1/01

G. H.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

G.H.

[Signature]

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

G.A.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be

PA 3115

0459544209

VMP®-6A(PA) (0508) 02

Page 10 of 16

Initials

Form 3038 1/01

G. H.

dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to

PA 3115

0459544209

VMP®-6A(PA) (0508) 02

Page 11 of 16

Initials

Form 3039 1/01

G.H.

have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or

G. H.

agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

G. H

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waivers. Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

25. Reinstatement Period. Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

26. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

27. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

G. H.

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

Witnesses:

Christina Bender

Gloria Hockenberry (Seal)
GLORIA HOCKENBERRY -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

COMMONWEALTH OF PENNSYLVANIA,

Blair

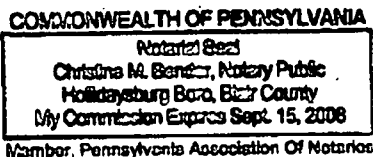
County ss:

On this, the 19th day of December 2007, before me, the undersigned officer, personally appeared

Gloria Hockenberry

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires:



Christina M. Bender

Notary

Title of Officer

Certificate of Residence

I, the undersigned, do hereby certify that the correct address of the within-named Mortgagee is P.O. Box 2026, Flint, MI 48501-2026.

Witness my hand this 19th

day of December, 2007

Michael P. Schauf

Agent of Mortgagee

PA 3115

VMP®-6A(PA) (0508) 02

G.H.

Page 16 of 16

Initials

0459544209

Form 3039 1/01

Mortgage Guaranty Insurance Corporation
250 E. Kilbourn Avenue
P.O. Box 488, Milwaukee, Wisconsin 53201
800-558-9900

MGIC

**Declaration Page
For Use With Mortgage
Guaranty Master Policy**

Mortgage Guaranty Insurance Corporation (a stock insurance company hereinafter called the "Company") agrees to pay to the Insured identified below, in consideration of the premium or premiums to be paid as specified in this Policy and in reliance on the Insured's Application for coverage under this Policy any Loss due to the Default by a Borrower on a Loan, subject to the terms and conditions in this Policy.

Insured's Name and Mailing Address
HSBC Mortgage Corporation (USA)

2929 Walden Avenue

Depew NY 14043-2602

Master Policy Number

31-060-1-1285

Effective Date of Policy

03/01/1995

INCLUDES TERMS AND CONDITIONS #71-7135 (8/94)

INCLUDES ENDORSEMENT(S):

#71-70008 (5/96)

#71-70110 (11/97)

#71-70262 (2/04)

#71-70284 (5/05)

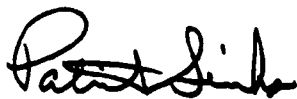
#71-7138 (8/94)

#71-7139 (2/04)

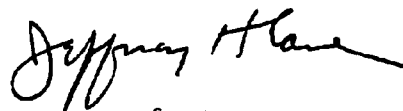
#71-7140 (8/94)

In Witness Whereof, the Company has caused its Corporate Seal to be hereto affixed and these presents to be signed by its duly authorized officers in facsimile to become effective as its original seal and signatures and binding on the Company.

MORTGAGE GUARANTY INSURANCE CORPORATION



President



Secretary

Authorized Representative

Table of Contents
Mortgage Guaranty Master Policy

1 Definitions

- 1.1 Application
- 1.2 Appropriate Proceedings
- 1.3 Borrower
- 1.4 Borrower's Title
- 1.5 Certificate
- 1.6 Certificate Effective Date
- 1.7 Claim
- 1.8 Claim Amount
- 1.9 Commitment
- 1.10 Default
- 1.11 Environmental Condition
- 1.12 Good and Merchantable Title
- 1.13 Insured
- 1.14 Loan
- 1.15 Loss
- 1.16 Owner or Owner of the Loan
- 1.17 Perfected Claim
- 1.18 Person
- 1.19 Physical Damage
- 1.20 Policy
- 1.21 Possession of the Property
- 1.22 Property
- 1.23 Residential
- 1.24 Servicer
- 1.25 Settlement Period
- 1.26 Value

2 Obtaining Coverage and Payment of Premiums

- 2.1 Application and Certificate
- 2.2 Representations of the Insured
- 2.3 Company's Remedies for Misrepresentation
- 2.4 Incontestability for Certain Misrepresentations
- 2.5 Initial Premium and Term of Coverage
- 2.6 Renewal of Certificate and Termination for Non-Payment of Renewal Premium; Reinstatement of Terminated Coverage
- 2.7 Special Procedures for Certification of Coverage; Payment of Initial and Renewal Premiums
- 2.8 Cancellation by the Insured of a Certificate
- 2.9 Cancellation of Policy
- 2.10 Relationship Among the Company, the Owner of a Loan, and the Servicer of a Loan
- 2.11 Refund of Premium for Denial of Claim in Full

3 Changes in Various Loan Terms, Servicing and Insured; Co-ordination and Duplication of Insurance Benefits

- 3.1 Loan Modifications
- 3.2 Open End Provisions
- 3.3 Assumptions
- 3.4 Change of Servicing
- 3.5 Change of Owner
- 3.6 Co-ordination and Duplication of Insurance Benefits

4 Exclusions From Coverage

- 4.1 Balloon Payment**
- 4.2 Effective Date**
- 4.3 Incomplete Construction**
- 4.4 Fraud, Misrepresentation and Negligence**
- 4.5 Non-Approved Servicer**
- 4.6 Physical Damage (Other than Relating to Pre-Existing Environmental Conditions)**
- 4.7 Pre-Existing Environmental Conditions**
- 4.8 Down Payment**
- 4.9 First Lien Status**
- 4.10 Breach of the Insured's Obligations or Failure to Comply with Terms**

5 Conditions Precedent to Payment of Claim

- 5.1 Notice of Default**
- 5.2 Monthly Reports**
- 5.3 Company's Option to Accelerate Filing of a Claim**
- 5.4 Voluntary Conveyance**
- 5.5 Appropriate Proceedings**
- 5.6 Mitigation of Damages**
- 5.7 Advances**
- 5.8 Claim Information and Other Requirements**
- 5.9 Acquisition of Borrower's Title Not Required**
- 5.10 Sale of a Property by the Insured Before End of Settlement Period**
- 5.11 Foreclosure Bidding Instructions Given by the Company**
- 5.12 Effect of Unexpired Redemption Period on Payment of a Claim**
- 5.13 Collection Assistance**

6 Loss Payment Procedure

- 6.1 Filing of Claim**
- 6.2 Calculation of Claim Amount**
- 6.3 Payment of Loss; Company's Options**
- 6.4 Calculation of Settlement Period**
- 6.5 Payment by the Company After the Settlement Period**
- 6.6 Discharge of Obligation**

7 Additional Conditions

- 7.1 Proceedings of Eminent Domain**
- 7.2 Pursuit of Deficiencies**
- 7.3 Subrogation**
- 7.4 Policy for Exclusive Benefit of the Insured and the Owner**
- 7.5 Effect of Borrower Insolvency or Bankruptcy on Principal Balance**
- 7.6 Arbitration of Disputes; Suits and Actions Brought by the Insured**
- 7.7 Release of Borrower; Defenses of Borrower**
- 7.8 Amendments; No Waiver; Rights and Remedies; Use of Term "Including"**
- 7.9 No Agency**
- 7.10 Successors and Assigns**
- 7.11 Applicable Law and Conformity to Law**
- 7.12 Notice**
- 7.13 Reports and Examinations**
- 7.14 Electronic Media**

Terms and Conditions

1 Definitions

- 1.1 **Application** means a request for coverage, including assumption of coverage, under this Policy for a Loan on a form or in a format provided by the Company, and all other statements, documents or information furnished to the Company by the Insured or any other Person in connection with the insuring of the Loan. An application will include information, if so furnished to the Company, contained in the Borrower's Loan application, appraisal, verifications of income and deposit, plans and specifications for the Property, and all other exhibits and documents, and will include all data and information so furnished by electronic means.
- 1.2 **Appropriate Proceedings** means any legal or administrative action by the Insured affecting either a Loan or title to a Property, including:
- a. Preserving a deficiency recovery by making a bid at the foreclosure sale and pursuing a deficiency judgment until the end of the Settlement Period, where appropriate and permissible and where directed by the Company; or
 - b. Enforcing the terms of the Loan as allowed by the laws where the Property is located; or
 - c. Acquiring Borrower's Title or Good and Merchantable Title to the Property, as either may be required under this Policy, but excluding such title as may be acquired by a voluntary conveyance from the Borrower; or
 - d. Asserting the Insured's interest in the Property in a Borrower's bankruptcy.
- 1.3 **Borrower** means any Person legally obligated to repay the debt obligation created by a Loan, including any co-signer or guarantor of the Loan.
- 1.4 **Borrower's Title** means such title to a Property as was vested in the Borrower at the time of a conveyance to the Insured arising out of or pursuant to a foreclosure of the Loan; provided, however, if the Insured so elects, the redemption period need not have expired. Borrower's Title in the Insured may be, but need not be the equivalent of Good and Merchantable Title, and the deed evidencing Borrower's Title need not be recorded unless required by applicable law.
- 1.5 **Certificate** means the document, which may be on the same form as the Commitment, issued by the Company pursuant to this Policy and extending the coverage indicated therein to a specified Loan.
- 1.6 **Certificate Effective Date** means, as specified in the Certificate, (a) the closing date of a Loan, or (b) the later date requested by the Insured and accepted by the Company.
- 1.7 **Claim** means the timely filed written request, made on a form or in a format provided or approved by the Company, to receive the benefits of this Policy.
- 1.8 **Claim Amount** means the amount calculated in accordance with Section 6.2 of this Policy.
- 1.9 **Commitment** means the document, which may be on the same form as the Certificate, issued by the Company evidencing the Company's offer to insure the Loan identified therein, subject to the terms and conditions therein and in this Policy.
- 1.10 **Default** means the failure by a Borrower (a) to pay when due an amount equal to or greater than one (1) monthly regular periodic payment due under the terms of a Loan or (b) to pay all amounts due on acceleration of the Loan by the Insured after breach by the Borrower of a due on sale provision in the Loan, granting the Insured the right to accelerate the Loan upon transfer of title to, or an interest in, the Property and to institute Appropriate Proceedings. Violation by the Borrower of any other term or condition of the Loan which is a basis for Appropriate Proceedings shall not be considered to be a Default.

A Loan is deemed to be in Default for that month as of the close of business on the installment due date for which a scheduled monthly payment has not been made or as of the close of business on the due date stated in the notice of acceleration given pursuant to the due-on-sale provision in the Loan. The Loan will be considered to remain in Default until filing of a Claim so long as such periodic payment has not been made or such basis for Appropriate Proceedings remains. For example, a Loan is "four (4) months in Default" if the monthly installments due on January 1 through April 1 remain unpaid as of the close of business on April 1 or if a basis for acceleration and Appropriate Proceedings exists for a continuous period of four months.

1.11 **Environmental Condition** means the presence of environmental contamination, including nuclear reaction or radioactive waste, toxic waste, or poisoning, contamination or pollution of earth or water subjacent to the Property or of the atmosphere above the Property; or the presence, on or under a Property, of any "Hazardous Substance" as that term is defined by the federal Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Sec. 9601 et. seq., as amended from time to time) or as defined by any similar state law, or of any "Hazardous Waste" or "Regulated Substance" as those terms are defined by the federal Resource Conservation and Recovery Act (42 U.S.C. sec. 6901, et seq., as amended from time to time) or as defined by any similar state law. Environmental Condition does not mean the presence of radon, lead paint, or asbestos.

1.12 **Good and Merchantable Title** means title to a Property free and clear of all liens, encumbrances, covenants, conditions, restrictions, easements and rights of redemption, except for any of the following or as permitted in writing by the Company:

- a. Any lien established by public bond, assessment or tax, when no installment, call or payment of or under such bond, assessment or tax is delinquent;
- b. Any municipal and zoning ordinances and exceptions to title waived by the regulations of federal mortgage insurers and guarantors with respect to mortgages on one-to-four family residences in effect on the date on which the Loan was closed and all documents were executed; and
- c. Any other impediments which will not have a materially adverse effect on either the transferability of the Property or the sale thereof to a bona fide purchaser.

Good and Merchantable Title will not exist if (i) there is any lien pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, or similar federal or state law, as in effect from time to time, providing for liens in connection with the removal and clean-up of environmental conditions, or if notice has been given of commencement of proceedings which could result in such a lien, or (ii) there are limitations on ingress and egress to the Property or on use of utilities. Any action or proceeding after a foreclosure sale relating to establishing a deficiency judgment will not be considered in determining whether the Insured has acquired Good and Merchantable Title.

1.13 **Insured** means:

- a. The Person designated on the face of this Policy; or
- b. Any Person to whom coverage has been assigned resulting in a change in the Insured named on a Certificate in accordance with this Policy.

The Insured must be the Servicer of a Loan or, if there is no Servicer, the Owner of the Loan.

1.14 **Loan** means any note, bond, or other evidence of indebtedness secured by a mortgage, deed of trust, or other similar instrument, which constitutes or is equivalent to a first lien or charge on a Property and which the Company has approved for insurance and to which coverage under this Policy has been extended.

1.15 **Loss** means the liability of the Company with respect to a Loan for payment of a Perfected Claim which is calculated in accordance with Section 6.3. A Loss will be deemed to have occurred when a Default on a Loan occurs, even though the amount of Loss is not then either presently ascertainable or due and payable.

- 1.16 **Owner or Owner of the Loan** means the Person who owns a Loan and of whom the Company is notified in accordance with this Policy.
- 1.17 **Perfected Claim** means a Claim received by the Company which contains all information or proof required by the Company and for which all requirements of this Policy applicable to payment of a Claim are satisfied.
- 1.18 **Person** means any individual, corporation, partnership, association or other entity.
- 1.19 **Physical Damage** means any tangible injury to a Property, whether caused by accident, natural occurrence, or any other reason, including damage caused by defects in construction, land subsidence, earth movement or slippage, fire, flood, earthquake, riot, vandalism or any Environmental Condition.
- 1.20 **Policy** means this contract of insurance and all Applications, Commitments, endorsements, schedules, and Certificates, which are incorporated in this Policy, related to Loans insured under this Policy.
- 1.21 **Possession of the Property** means, if the Company elects to acquire the Property, physical and undisputed occupancy and control of the Property at the time of acquisition.
- 1.22 **Property** means a Residential real property and all improvements thereon which secure a Loan, together with all easements and appurtenances, all rights of access, all rights to use common areas, recreational and other facilities, and all of their replacements or additions.
- 1.23 **Residential** means a type of building or a portion thereof which is designed for occupancy by not more than four (4) families, or a single-family condominium, or a unit in a planned unit development.
- 1.24 **Servicer** means that Person acting on behalf of the Owner of a Loan (or on behalf of the Owner's designee, if any) to service the Loan and of whom the Company has been notified. The Servicer acts as a representative of the Owner of the Loan (and the Owner's designee, if any) and will bind the Owner and its designee for all purposes of this Policy, including providing information to the Company, receiving any notices, paying premiums, accepting Loss payments, and performing any other acts under this Policy. References in this Policy to a Servicer's obligations will not be construed as relieving the Owner or its designee of responsibility for the Servicer's performance.
- 1.25 **Settlement Period** means the sixty (60) day period as determined under Section 6.4, at the end of which a Loss is payable by the Company; provided that if the Company pays a Loss prior to expiration of such sixty (60) day period, the Settlement Period ends with such payment.
- 1.26 **Value** means the lesser of the sales price of a Property (only applicable in the case of a Loan to finance the purchase of such Property) or appraised value of the Property as set forth in the Certificate.

Any pronouns, when used in this Policy, will mean the singular or plural, masculine or feminine, as the case may be.

2 Obtaining Coverage and Payment of Premiums

- 2.1 **Application and Certificate** — In order to insure a Loan under this Policy, the Insured or a Person acting on behalf of the Insured must submit to the Company a properly completed Application. Approval of any Application will be at the discretion of the Company and will be in the form of a Commitment or a Certificate which offers to extend, or extends coverage under the terms and conditions of both this Policy and the Commitment or Certificate, as the case may be.

In lieu of such an Application and supporting statements, documents and information submitted to the Company in connection with insuring a Loan, the Company may accept an alternative form of Application, containing more limited information, including certifications by or on behalf of the Insured as to characteristics of a Loan in lieu of supporting statements, documents and information. The Company shall be entitled to fully rely on such alternative Application as submitted. Use of an alternative form of Application shall not waive or change the other terms and conditions of this Policy under which a Loan is insured or the responsibility of the Insured for the accuracy of statements, documents and information submitted by it or other Persons to the Company as provided in this Policy.

If the Company declines to approve a mortgage loan, it will not issue a Commitment or Certificate, and it will notify the Insured in writing of such declination. If the Insured or the Person acting on its behalf subsequently denies the mortgage loan application which it received from the applicant, the Insured or such Person will be responsible for notifying the applicant that the Company declined to approve the mortgage loan. Such notification will be made in compliance with any applicable state or federal laws or regulations, including the Equal Credit Opportunity Act and any other similar law or regulation.

2.2 Representations of the Insured — The Insured represents that:

- a. all statements made and information provided to the Company in an Application or in any Commitment or Certificate (including as such is related to continuation of coverage upon assumption of a Loan), whether by it, the Borrower, or any other Person, have been made and presented for and on behalf of the Insured; and
- b. such statements and information are not false or misleading in any material respect as of the date(s) on which they are made or provided and do not omit any fact necessary in order to make such statements and information not false or misleading in any material respect as of such date(s).

It is understood and agreed that such statements and information in the aggregate are, and in certain instances individually may be, material to the Company's decision to offer, provide or so continue coverage of the related Loan; the Company issues the related Commitment and Certificate or continues coverage in reliance on the accuracy and completeness of such statements and information and without any obligation to independently verify the statements and information submitted to it; and the Company's reliance on the representations in Section 2.2(a) and (b) above survive the issuance of a Commitment and Certificate or such continuation of coverage.

Without otherwise limiting the scope of this Section 2.2, a breach of Section 4.8 relating to down payment will be deemed a material misrepresentation for purposes of this Section 2.2. The foregoing representations shall be effective whether or not they are made by the Insured or other Person with the intent to deceive or mislead, or with the knowledge that they are not true and correct.

2.3 Company's Remedies for Misrepresentation — Subject to Section 2.4, if any of the Insured's representations as described in Section 2.2 are materially false or misleading with respect to a Loan, the Company will have at its option, the right to defend against a Claim, or to the extent permitted by applicable law, to cancel or rescind coverage under any Certificate retroactively to commencement of coverage (or if the misrepresentation occurs with respect to continuation of coverage upon assumption of a Loan, to so defend, cancel or rescind retroactively to the date of such continuation). In the case of such cancellation or rescission, the Company shall return at that time all paid premiums retroactively to such applicable date.

2.4 Incontestability for Certain Misrepresentations — Notwithstanding Sections 2.2 or 2.3, no Claim for Loss will be denied or adjusted, nor will the Certificate's coverage be rescinded or canceled, by reason of any misrepresentations (whether by statements made or omitted) contained in an Application, provided that all of the following requirements, conditions and circumstances, to the extent not waived in writing at the option of the Company, are satisfied:

- a. The misrepresentation must not have been knowingly made, or knowingly participated in, by:
 1. The Insured or any other Person which originated the Loan; or
 2. Any other of the following Persons:
 - i) correspondent lender, mortgage loan broker or other intermediary underwriting or processing the Loan on behalf of the Insured or any other Person which originated the Loan; or
 - ii) escrow or closing agents, or any other agent of, or broker for, the Insured or any other Person which originated the Loan acting with respect to the Loan or the related Property transaction.

- b. The Borrower must have made twelve (12) consecutive full installment payments of principal, interest and impound or escrow amounts in the amounts as called for by the Loan, and all of those payments must have been made from the Borrower's own funds.

A payment will be considered to be "consecutive" only if it is made prior to the date the next scheduled installment becomes due. The "Borrower's own funds" will include any funds used by the Borrower for the purpose of making installment payments, but will not include funds provided directly or indirectly by any Person (other than the Borrower) who is or was a party to the Loan or to the related Property transaction, unless expressly set forth in the Application.

- c. This Section 2.4 will not apply to a Certificate if within twelve (12) months before or after a material misrepresentation by a Borrower or other Person (other than those Persons identified in Section 2.4(a)), there are one or more material misrepresentations in an Application (i) with respect to three (3) or more other mortgage loans insured at any time by the Company for the Insured or any other lender and (ii) which result from the direct or indirect acts or omissions of the same Borrower or same other Person (including any other Person acting directly or indirectly in concert).
- d. This Section 2.4 shall not be construed to limit the applicability of Section 4.4(b) to a misrepresentation which is subject to this Section 2.4.
- e. The Company's payment of a Claim will not limit any rights which the Company has against the Borrower or any other Person (other than the Insured) for any misrepresentation.

2.5 Initial Premium and Term of Coverage

- a. Within fifteen (15) days from the Certificate Effective Date, or such other date as the Company and the Insured may agree to in writing, the Insured must forward to the Company the appropriate initial premium. Payment of the initial premium shall be a condition precedent to coverage being extended to the Loan. Subject to cancellation by the Insured or the Company as provided in this Policy, coverage shall remain in full force and effect for the period covered by the initial premium. Tender of the initial premium will constitute a representation for purposes of Section 2.2 by the Insured that any special conditions included by the Company in the related Commitment have been satisfied and that no payment which is then due under the Loan is more than thirty (30) days past due.
- b. The Company will not rescind or cancel coverage, or deny or adjust a Claim for Loss, with respect to a Loan on the basis of a failure to satisfy a special condition (other than a special condition relating to completion of construction, as described in Section 4.3 or to rehabilitation or repairs) if the Borrower has made twenty-four (24) consecutive full installment payments from the Borrower's own funds. The terms "installment payments," "consecutive," and "Borrower's own funds" shall have the meanings provided in Section 2.4(b).

2.6 Renewal of Certificate and Termination for Non-Payment of Renewal Premium; Reinstatement of Terminated Coverage

- a. The Company must give the Insured prior notice of the due date for payment of the applicable renewal premium payable for continued coverage of each Certificate. The entire renewal premium must be paid within a forty-five (45) day grace period (or such longer grace period generally allowed by the Company) after the due date for payment. Upon payment of the entire renewal premium within such grace period, the Certificate will be deemed renewed for the applicable renewal period and a Default occurring within said grace period which is not cured, and which results in a Claim being filed, will be covered.

If a Default occurs prior to the date through which the applicable premium has been paid, and if such Default is not cured and results in a Claim being filed, such Default shall remain covered and no further premium shall be due in order to maintain coverage of such Default.

With respect to a Loan with renewal premiums due on an annual basis, if the annual renewal premium is not paid within such grace period (but subject to the Owner's right to cure non-payment as provided in (b) of this

Section 2.6), the coverage of the Certificate and the Company's liability will terminate effective as of 12:01 a.m. on the first day following the date through which the applicable premium has been paid and as a result, any Default occurring after the date through which the applicable premium has been paid will not be covered.

With respect to a Loan with renewal premiums due on a monthly basis, if the monthly renewal premium is not paid within such grace period (but subject to the Owner's right to cure non-payment as provided in (b) of this Section 2.6), the coverage of the Certificate and the Company's liability will terminate as of 12:01 a.m. on the first day following the date through which the applicable monthly premium has been paid, except that if a Default on the Loan occurs between the last date through which the applicable monthly renewal premium has been paid and the end of such grace period, the Insured shall not be required to pay renewal premiums, and coverage of such Default will continue, while such Default exists. If such Default is cured, all monthly renewal premiums not paid during the period of Default shall be payable (unless previously paid by the Insured) within forty-five (45) days or such longer period generally allowed by the Company after notice from the Company in order to continue coverage. If such Default is not cured and results in a Claim, the unpaid monthly renewal premiums through the renewal month in which such Default occurred shall be paid as provided in Section 6.3 by deduction from the Loss.

- b. If there occurs a transfer of servicing rights for a group of Loans to a new Servicer, a seizure of servicing rights by the Owner of such Loans, or a Servicer's surrender to the Owner of such servicing rights and if:
 1. the Company terminates coverage on one or more of such Loans for nonpayment of the renewal premium; and the grace period for payment of the renewal premium provided for in Section 2.6 (a) expired after such transfer, seizure or surrender;
 2. either the Owner of such Loans on which coverage was terminated, or the new Servicer for such Loans, certifies in writing to the Company within sixty (60) days after expiration of such grace period, that all of such Loans were serviced for the Owner at the time of nonpayment of renewal premium; and that in good faith it believes that the failure to pay the renewal premium on all such Loans was an error or omission caused by such transfer, seizure or surrender of servicing; and
 3. either the Owner or the new Servicer of such Loans pays the entire amount of renewal premiums due and unpaid on all such Loans within such sixty day period; then

upon satisfaction of all of the foregoing conditions, the Company shall reinstate coverage on such Loans retroactively to the effective date of termination of coverage, under all of the terms and conditions in effect at termination and as if there had been no lapse in coverage.

2.7 Special Procedures for Certification of Coverage; Payment of Initial and Renewal Premiums

- a. The Company may permit coverage of a Loan to be certified and become effective without the Insured's return of an executed Commitment or Certificate, but coverage will only become effective if within fifteen (15) days after the Certificate Effective Date (or such longer period as the Company may allow) the Insured provides the Company with the Certificate Effective Date and other information required by the Company, and pays the required premium. If signature and return of an executed Commitment or Certificate is not required, the Insured will nevertheless be automatically deemed to have made all certifications, representations and statements attributable to it in the form of the Commitment or Certificate, as though, and to the same extent as if, the Insured had executed and returned the Commitment or Certificate.
- b. The Insured acknowledges that the Company deposits initial and renewal premium checks immediately upon receipt and agrees that the receipt and deposit of a premium check by the Company after the time specified in this Policy for receipt, does not constitute a waiver of the requirements of this Policy for timely receipt or an acceptance of premium by the Company. The Company will have the right to return such late premium payment, but only within sixty (60) days after receipt, in which case coverage will be cancelled retroactively to the Certificate Effective Date for a late initial premium, or to the last day of the period covered by the previous premium payment for a late renewal premium. Receipt, deposit and retention of a premium check will not constitute a waiver of any defenses with respect to any other matters which the Company may have under this

Policy.

- 2.8 **Cancellation by the Insured of a Certificate** — The Insured may obtain cancellation of a Certificate by returning the Certificate to the Company or making a written request to the Company for cancellation. Upon receipt, the Company will refund, where applicable, a portion of the premium paid in accordance with the appropriate cancellation schedule which is either attached to this Policy or which will be provided by the Company to the Insured upon request. However, no refund on a Certificate will be paid if the Loan is in Default on the date the Company receives the request. Cancellation of a Certificate will not cancel this Policy.
- 2.9 **Cancellation of Policy** — Either the Insured or the Company may cancel their respective right or obligation to receive or issue new Commitments or Certificates under this Policy by providing thirty (30) days' written notice of cancellation of this Policy. However, Commitments and Certificates issued prior to such cancellation of this Policy will continue in force so long as all premiums are paid and all other terms and conditions of this Policy for coverage are complied with by the Insured.
- 2.10 **Relationship Among the Company, the Owner of a Loan, and the Servicer of a Loan** — The Company will be entitled to assume that the Insured identified on this Policy and under a Certificate is the Owner of the Loan. If the Company receives written notice acceptable to it that there is an Owner of the Loan who is not the Insured, the Company shall identify that Owner in its internal records and for purposes of this Policy. The Company shall be required to identify only one Owner for a Loan at any one time.

The Company will provide the Owner of a Loan so identified in its records with an opportunity to cure non-payment of renewal premium, as provided under Section 2.6; will notify such Owner of the Loan of a non-approved Servicer and allow replacement with a new Servicer, as provided under Section 4.5; will allow the Owner (or its designee, if any) to replace a Servicer and allow the replacement Servicer to become the Insured under Section 1.13; and will allow the Owner to become the Insured under Section 1.13 if the Owner services the Loan itself. Any Person becoming an Insured under this Policy shall be subject to all of the terms and conditions of this Policy to the same extent as any previous Insured hereunder and without regard to the extent of the knowledge or responsibility of such Person, relating to matters occurring before such Person became an Insured.

- 2.11 **Refund of Premium for Denial of Claim in Full** — If, because of a provision in Sections 2, 3 or 4 (other than Sections 4.3, 4.6, or 4.7), no Loss is payable to the Insured, the Company shall return to the Insured all paid premiums retroactively and pro rata to the date when the event or circumstance occurred which resulted in no Loss being payable.

3 Changes in Various Loan Terms, Servicing and Owner; Co-ordination and Duplication of Insurance Benefits

- 3.1 **Loan Modifications** — Unless advance written approval is provided by, or obtained from, the Company, the Insured may not make any change in the terms of a Loan, including the borrowed amount, interest rate, term or amortization schedule of the Loan, except as permitted by terms of the Loan; nor make any change in the Property or other collateral securing the Loan; nor release the Borrower from liability on a Loan.
- 3.2 **Open End Provisions** — The Insured may increase the principal balance of a Loan, provided that the written approval of the Company has been obtained. The Insured will pay the Company the additional premium due at the then prevailing premium rate.
- 3.3 **Assumptions** — If a Loan is assumed with the Insured's approval, the Company's liability for coverage under its Certificate will terminate as of the date of such assumption, unless the Company approves the assumption in writing. The Company will not unreasonably withhold approval of an assumption. It is understood that coverage will continue, and that the restriction of this Section 3.3 will not apply, if under the Loan or applicable law the Insured cannot exercise a "due-on-sale" clause or is obligated to consent to such assumption under the Loan or applicable law.
- 3.4 **Change of Servicing** — If the servicing rights for a Loan are sold, assigned or transferred by the Insured or the Owner, coverage of the Loan hereunder will continue provided that written notice of the new Servicer is given to the Company and the new Servicer is approved in writing by the Company. The Company shall be automatically

deemed to have approved as a Servicer any person to whom the Company has issued a master policy, which has not been cancelled, providing for residential mortgage guaranty insurance.

- 3.5 **Change of Owner** — If a Loan or a participation in a Loan is sold, assigned or transferred by its Owner, coverage of the Loan will continue, subject to all of the terms and conditions contained in this Policy. The new Owner of the Loan will be identified in the Company's records from the date that the Company receives written notice thereof. In the case of the sale of a participation in a Loan, the Company shall be notified of only one new Owner. If there is new ownership, the Loan must continue to be serviced by a Person approved by the Company as a Servicer.
- 3.6 **Co-ordination and Duplication of Insurance Benefits** — The coverage under this Policy shall be excess over any other insurance which may apply to the Property or to the Loan, except for mortgage guaranty pool insurance or supplemental or second tier mortgage insurance.

4 Exclusions From Coverage

The Company will not be liable for, and this Policy will not apply to, extend to or cover the following:

- 4.1 **Balloon Payment** — Any Claim arising out of or in connection with the failure of the Borrower to make any payment of principal and/or interest due under a Loan, (a) as a result of the Insured exercising its right to call the Loan (other than when the Loan is in Default) or because the term of the Loan is shorter than the amortization period, and (b) which is for an amount more than twice the regular periodic payments of principal and interest that are set forth in the Loan (commonly referred to as a "balloon payment"). This exclusion will not apply if the Insured, the Owner of the Loan, or other Person acting on either's behalf offers the Borrower, in writing, a renewal or extension of the Loan or a new loan which (i) constitutes a first lien, (ii) is at rates and terms generally prevailing in the marketplace (but otherwise subject to Section 3.1), (iii) is in an amount not less than the then outstanding principal balance, (iv) has no decrease in the amortization period, and (v) is offered regardless of whether the Borrower is then qualified under the Insured's or Owner's underwriting standards. This exclusion also will not apply if the Borrower is notified of the availability of such renewal or extension of the Loan or new loan and does not accept the renewal, extension or new loan.
- 4.2 **Effective Date** — Any Claim resulting from a Default existing at the Certificate Effective Date or occurring after lapse or cancellation of a Certificate.
- 4.3 **Incomplete Construction** — Any Claim when, as of the date of such Claim, construction of a Property is not completed in accordance with the construction plans and specifications upon which the appraisal of the Property at origination of the Loan was based.
- 4.4 **Fraud, Misrepresentation and Negligence** — (a) Any Claim not otherwise within the scope of Section 2.3 where there was fraud or misrepresentation by the Insured with respect to the Loan, and the fraud or misrepresentation (1) materially contributed to the Default resulting in such Claim; or (2) increased the Loss, except that if the Company can reasonably determine the amount of such increase, such Claim will not be excluded, but the Loss will be reduced to the extent of such amount.
- (b) Any Claim where there was negligence by the Insured with respect to the Loan, which (1) was material to either the acceptance of the risk or the hazard assumed by the Company; (2) materially contributed to the Default resulting in such Claim; or (3) increased the Loss, except that if the Company can reasonably determine the amount of such increase, such Claim will not be excluded, but the Loss will be reduced to the extent of such amount.
- 4.5 **Non-Approved Servicer** — Any Claim occurring when the Servicer, at time of Default or thereafter, is not approved in writing or in a list published by the Company; provided that this exclusion shall only apply if the Company notifies the Owner of the Loan in writing if a Servicer is no longer approved and if within ninety (90) days thereafter the Owner does not complete a transfer of servicing to a new Servicer approved by the Company.
- 4.6 **Physical Damage (Other than Relating to Pre-Existing Environmental Conditions)** — Any Claim where, at any time after the Certificate Effective Date, Physical Damage to a Property (of a type other than as described in Section 4.7 and other than reasonable wear and tear), occurs or manifests itself subject to the following provisions:

- a. This exclusion will not apply if the Company in good faith determines that the aggregate cost of restoring all such Physical Damage is less than fifteen hundred dollars (\$1,500), or such higher amount as the Company may provide from time to time.
 - b. This exclusion will apply only if such Physical Damage occurred or manifested itself (1) prior to expiration of the Settlement Period and the Company elects to acquire the related Property in settlement of a Claim; or (2) prior to the Default and was the most important cause of the Default and the Property was either uninsured for loss arising from such Physical Damage or was insured for an amount which, disregarding normal and customary deductibles not to exceed fifteen hundred dollars (\$1,500) or such higher amount as the Company may provide from time to time, was insufficient to restore the Property as provided in paragraph (c) below.
 - c. The exclusion resulting from paragraph (b) will not apply if the Property is restored in a timely and diligent manner to its condition (except reasonable wear and tear) as of the Certificate Effective Date. In lieu of requiring restoration of the Property, the Company may, at its option, reduce the Claim Amount by an amount equal to the cost of such restoration.
 - d. For purposes of this Section 4.6, the Property subject to restoration will consist only of the land, improvements or personal property deemed part of the real property under applicable law; and chattel items affixed to the real property and identified in the appraisal of the Property at the time the Loan was made, whether or not they are deemed part of the real property.
 - e. Cost estimates relied upon by the Company in connection with this Section 4.6 shall be provided in writing by an independent party selected by the Company. The Company will furnish the Insured with any such written cost estimates, if requested by the Insured.
- 4.7 **Pre-Existing Environmental Conditions** — Any Claim where there is an Environmental Condition which existed on the Property (whether or not known by the Person submitting an Application for coverage of the Loan) as of the Certificate Effective Date, subject to the following provisions:
- a. This exclusion will not apply if the existence of such Environmental Condition, or the suspected existence of such Environmental Condition, was specifically disclosed to the Company in the Application relating to the Property.
 - b. This exclusion will apply only if such Environmental Condition (1) was a principal cause of the Default, and (2) has made the principal Residential structure on the Property uninhabitable. A structure will be considered "uninhabitable" if generally recognized standards for residential occupancy are violated or if, in the absence of such standards, a fully informed and reasonable person would conclude that such structure was not safe to live in without fear of injury to health or safety.
 - c. This exclusion will not apply if the Environmental Condition is removed or remedied in a timely and diligent manner in accordance with applicable governmental standards for safe residential occupancy.
- 4.8 **Down Payment** — Any Claim involving a Loan which is for the purchase of the Property, and for which the Borrower did not make a down payment as described in the Application.
- 4.9 **First Lien Status** — Any Claim, if the mortgage, deed of trust or other similar instrument executed by the Borrower and insured hereunder did not provide the Insured at origination with a first lien on the Property.
- 4.10 **Breach of the Insured's Obligations or Failure to Comply with Terms** — Any Claim involving or arising out of any breach by the Insured of its obligations under, or its failure to comply with the terms of, this Policy or of its obligations as imposed by operation of law, if the breach or failure:
- a. Materially contributed to the Default resulting in such Claim; or
 - b. Except for a breach described in Section 2.3, increased the Loss; provided that if the Company can reasonably

determine the amount of such increase, such Claim will not be excluded, but the Loss will be reduced to the extent of such amount.

5 Conditions Precedent to Payment of Claim

It is a condition precedent to the Company's obligation to pay a Loss that the Insured comply with all of the following requirements:

- 5.1 **Notice of Default** — The Insured must give the Company written notice:
- Within forty-five (45) days of the Default, if it occurs when the first payment is due under the Loan; or
 - Within ten (10) days of either
 - The date when the Borrower becomes four (4) months in Default on the Loan; or
 - The date when any Appropriate Proceedings which affect the Loan or the Property or the Insured's or Borrower's interest therein have been started;
- whichever occurs first.
- 5.2 **Monthly Reports** — Following a notice of Default on the Loan, the Insured must give the Company monthly reports on forms or in a format acceptable to the Company on the status of the Loan and on the servicing efforts undertaken to remedy the Default. These monthly reports may be furnished less frequently if allowed in writing by the Company and must continue until the Borrower is no longer in Default, the Appropriate Proceedings terminate, or until the Insured has acquired the Property.
- 5.3 **Company's Option to Accelerate Filing of a Claim** — If the Company so directs, at any time after receiving the Insured's notice of Default, the Insured must file a Claim within twenty (20) days after notice from the Company. The Company will then make a payment of Loss in accordance with the percentage guaranty option in Section 6.3(b). Thereafter, following the acquisition of Borrower's Title by the Insured, the Insured will be entitled to file a supplemental Claim at the time prescribed in Section 6.1 in an amount equal to the sum of its advances, less the deductions, all as specified in Section 6.2, to the extent not included in the payment of the initial Claim. Such supplemental Claim must be paid by the Company in accordance with Section 6.3(b). No interest shall be includable in the Claim Amount under this Section 5.3 after the date that the accelerated claim is filed. If a Loan for which the Company has paid a Claim is subsequently brought current by the Borrower, the Insured shall refund to the Company the Loss paid by the Company with respect to that Loan. If the Company exercises its option under this Section 5.3, the Company shall not have the right to direct or participate in a deficiency recovery under Section 7.2.
- 5.4 **Voluntary Conveyance** — The Insured may only accept a conveyance of the Property from the Borrower in lieu of foreclosure or other proceeding if the prior written approval of the Company has been obtained. Such approval shall not be considered as an acknowledgement of liability by the Company with respect to such Loan.
- 5.5 **Appropriate Proceedings** — The Insured must begin Appropriate Proceedings no later than when the Loan becomes six (6) months in Default unless the Company provides written instructions that some other action be taken. Such instructions may be general or applicable only to specific Loans. The Company reserves the right to direct the Insured to institute Appropriate Proceedings at any time after Default. When either defending against or bringing Appropriate Proceedings, the Insured must report their status to the Company as reasonably and expeditiously as possible.

In conducting Appropriate Proceedings, the Insured must:

- Diligently pursue the Appropriate Proceedings once they have begun;
- Apply for the appointment of a receiver and assignment of rents, if permitted by law and requested by the Company;

- c. Furnish the Company with copies of all notices and pleadings filed or required in the Appropriate Proceedings, except as the Company may waive such requirement in writing;
- d. Act and bid at the foreclosure sale in accordance with Section 5.11 so that its ability to preserve, transfer and assign to the Company its rights against the Borrower are not impaired; and so that the rights of the Company under this Policy against the Borrower are fully protected. Such rights include any rights to obtain a deficiency judgment, subject to the Company's compliance with Sections 7.2 and 7.3 relating to establishing a deficiency; and
- e. When requested by the Company, furnish the Company with a written statement indicating the estimated potential Claim Amount (as computed under Section 6.2) at least fifteen (15) days before the foreclosure sale.

5.6 Mitigation of Damages — The Insured must actively cooperate with and assist the Company to prevent and mitigate the Loss, including good faith efforts by the Insured to obtain a cure of the Default, collect amounts due under the Loan, inspect and appraise the Property and effectuate the early disposition of the Property. The Company must administer this Policy in good faith.

5.7 Advances — The Insured must advance:

- a. Normal and customary hazard insurance premiums and real estate property taxes, in each case as due and payable;
- b. Reasonable and necessary Property protection and preservation expenses approved by the Company at the time the Company reviews the Claim, which shall not include expenditures to remove an exclusion from coverage under Section 4; and
- c. Reasonable costs to complete Appropriate Proceedings and eviction and moving of occupants, including related court expenses and attorney's fees.

5.8 Claim Information and Other Requirements — The Insured must provide the Company with:

- a. All information reasonably requested by the Company;
- b. A completed form furnished by or acceptable to the Company for payment of a Claim;
- c. If the Property is not being acquired by the Company: a copy of an executed trustee's or sheriff's deed (which may be unrecorded) conveying Borrower's Title to the Property to the Insured (or satisfactory evidence that the foreclosure sale has been completed if the Borrower's right of redemption has not expired); or a deed from the Borrower (which may be unrecorded) if a voluntary conveyance has been approved by the Company, conveying to the Insured the title that was required by the Company in the approval of the conveyance.

In the event the most important cause of Default was a circumstance or event which would prevent the Insured from obtaining Good and Merchantable Title, the Insured shall instead provide the Company with evidence described in Section 5.8(d)(2) that it has acquired Good and Merchantable Title to the Property.

- d. If the Property is being acquired by the Company:
 - 1. a recordable deed in normal and customary form containing the customary warranties and covenants conveying to the Company or its designee Good and Merchantable Title to the Property;
 - 2. a title insurance policy acceptable to the Company or an attorney's opinion of title acceptable to the Company, confirming that the Insured has and can convey to the Company Good and Merchantable Title to the Property; and
 - 3. Possession of the Property, but only if the Company has required such Possession in writing.

e. Access to the Property, if requested by the Company under Section 6.4 (b).

5.9 Acquisition of Borrower's Title Not Required — The Insured will not be required to acquire Borrower's Title to a Property if (a) the Company approves a sale of the Property prior to a foreclosure sale and such sale is closed; (b) the Company requires an early Claim filing pursuant to Section 5.3, except that such acquisition will be required as a condition to the Insured's filing of a supplemental Claim; or (c) the Property is acquired by someone other than the Insured at a foreclosure sale, as provided in Section 5.11, or thereafter pursuant to exercise of rights of redemption.

5.10 Sale of a Property by the Insured Before End of Settlement Period

- a. The Insured must submit to the Company any offer to purchase a Property which it receives after the Company has notified the Insured that it will acquire the Property and before the end of the Settlement Period. The Company must then promptly notify the Insured that it will either (1) not approve of such offer, in which case the Company's notice to acquire the Property will remain in effect, or (2) approve such offer, in which case the Company's notice of acquisition will remain in effect, if the approved offer does not close as scheduled. The Insured shall promptly notify the Company if the approved offer does not close as scheduled.
- b. If the Company has not notified the Insured that it will acquire the Property, and if the Company's right to acquire the Property has not expired pursuant to Section 6.5 or has not been waived, the Insured must submit to the Company for approval any offer to purchase the Property which would be acceptable to the Insured. The Company shall then promptly either approve or not approve such offer. If the approved offer expires or is terminated, the Company shall be entitled to pay the Loss payable by (1) paying the percentage guaranty option as calculated under Section 6.3(b), or (2) paying the property acquisition settlement option as calculated under Section 6.3(a), and acquiring the Property; but if the Company's right to acquire the Property has expired pursuant to Section 6.5, or been waived, then such acquisition shall be under the same terms and conditions as the expired or terminated offer, except for terms and conditions relating to the sale price and method of payment of the sale price, which shall instead be governed by Section 6.3.
- c. The following provisions shall apply to offers submitted to the Company under this Section 5.10:
 1. At the time it presents an offer, the Insured must also provide the Company with a good faith estimate of gross proceeds and expenses in sufficient detail for the Company to calculate the estimated net proceeds described below. The Company may not require any changes to the offer or direct the marketing of the Property or expenditures by the Insured for restoration of the Property as a condition to its approval.
 2. If the Company approves the offer submitted by the Insured, it must also advise the Insured of the estimated net proceeds which it has calculated. The estimated net proceeds calculated by the Company will be the estimated gross sales proceeds to be received by the Insured less all reasonable estimated expenses submitted by the Insured and approved by the Company in its approval of the offer which have been or are expected to be paid by the Insured in obtaining and closing the sale of the Property. If the estimated net proceeds as calculated by the Company is acceptable to the Insured, the Loss payable shall be computed as determined below. If such calculation is not acceptable to the Insured, the offer shall be deemed to have not been approved by the Company.
 3. If the Company approves the offer, the Loss payable by the Company under this Section 5.10 will be the lesser of (i) the actual net amount as calculated below, or (ii) the percentage guaranty option under Section 6.3(b) without regard to a sale of the Property. The actual net amount will be the Claim Amount calculated under Section 6.2, except that (a) delinquent interest will be computed through the closing date for sale of the Property and (b) the Claim Amount shall be reduced by the actual net proceeds realized by the Insured from the sale of the Property. The actual net proceeds will be determined in the same manner as the estimated net proceeds, but on the basis of the actual sales proceeds. For purposes of computing a Loss, such actual net proceeds shall not be less than the estimated net proceeds calculated by the Company under this subparagraph (c), or as otherwise approved by the Company.

4. The Company shall not unreasonably withhold its approval of expenses submitted to it after its approval of an offer. Expenses paid to Persons employed or controlled by the Insured or the Owner of the Loan or their internal costs will not be allowed in calculation of either the estimated or actual net proceeds.
 5. If requested by the Company, the Insured shall advise the Company of the name of the real estate broker or other Person marketing the Property and authorize such broker or other Person to release marketing information about the Property to the Company, if requested by the Company.
- 5.11 **Foreclosure Bidding Instructions Given by the Company** — The Insured will be entitled to bid at the foreclosure sale held as part of the Appropriate Proceedings any amount which it determines necessary to obtain Borrower's Title to the Property, unless otherwise directed by the Company. The Company will be entitled to direct the Insured to bid an amount to be determined by the Insured within a minimum and maximum range, as follows:
- a. The minimum amount shall not be less than the fair market value of the Property, but if there has been Physical Damage to the Property which affects its fair market value (as determined before such Physical Damage) by more than ten per cent (10%), the fair market value of the Property shall be its fair market value after restoration of the Property.
 - b. The maximum amount shall not exceed the greater of (1) the fair market value of the Property as determined under subparagraph (a) above, or (2) the estimated Claim Amount less the amount which the Company would pay as the percentage guaranty option under Section 6.3(b).
 - c. For purposes of this Section 5.11, fair market value shall be determined as of a date acceptable to the Company by an opinion of an independent real estate broker, or by an independent appraiser, in either case selected by or acceptable to the Company.

The Insured is not required to acquire Borrower's Title if it has bid in accordance with this Section 5.11, whether or not pursuant to directions from the Company.

- 5.12 **Effect of Unexpired Redemption Period on Payment of a Claim** — If the Insured files a Claim prior to expiration of an applicable redemption period, the Loss payable shall only be computed through the date of filing of the Claim, and if the Company elects to acquire the Property, the Insured will remain responsible for management and control of the Property until the Company's acquisition thereof, which may be after expiration of the redemption period, but not later than as required by Section 6.4.

If the Company has paid to the Insured a Claim under its percentage guaranty option in Section 6.3 (b), and the related Property is subsequently redeemed by the Borrower, the Insured shall promptly report such redemption to the Company and reimburse the Company for the amount of the Company's Claim payment, to the extent that the sum of the Company's Claim payment and the amount realized by the Insured from the redemption exceeds the Claim Amount, as would have been calculated through the date of redemption.

- 5.13 **Collection Assistance** — If the Company so requests, the Insured shall permit the Company to cooperatively assist the Insured in the collection of moneys due under the Loan, including obtaining information from the Borrower, attempting to develop payment schedules acceptable to the Insured, conducting Property inspections and requesting appraisals of the Property.

6 Loss Payment Procedure

- 6.1 **Filing of Claim** — The Insured shall file a Claim after, but no later than sixty (60) days following, the conveyance to the Insured of Borrower's Title to the Property. If the Insured is not required to have Borrower's Title to file a Claim for a reason described in Section 5.9, then the Claim must be filed (a) within sixty (60) days after the Property is conveyed in a pre-foreclosure sale, at the foreclosure sale, or by exercise of the rights of redemption or (b) at the time specified by Section 5.3. If the Insured fails to file a Claim within the applicable time, the Insured will not be entitled to, and the Company will not be obligated for, any payment under this Policy for amounts, including additional interest and expenses, which would otherwise be claimable, but which accrue or are incurred after the sixty (60) day period for filing of a Claim.

If the Insured fails to file a Perfected Claim within one hundred eighty (180) days after the filing of the Claim (or within such longer period of time as the Company may allow in writing), the Insured will no longer be entitled to payment of a Loss and the Company will not be obligated to make any payment under this Policy.

- 6.2 **Calculation of Claim Amount** — Subject to Sections 7.5 and 5.3, the Claim Amount will be an amount equal to the sum of:

- a. The amount of unpaid principal balance due under the Loan as of the date of Default without capitalization of delinquent interest, penalties or advances; and
- b. The amount of accrued and unpaid interest due on the Loan computed at the contract rate stated in the Loan through the date that the Claim is filed with the Company, but excluding applicable late charges, penalty interest or other changes to the interest rate by reason of Default; and
- c. The amount of advances incurred by the Insured under Section 5.7 prior to filing of the Claim (except to Persons employed or controlled by the Insured or the Owner of the Loan or their other internal costs) provided that:
 1. Attorney's fees advanced for completion of Appropriate Proceedings and obtaining Possession of the Property will not be allowed to the extent they exceed three percent (3%) of the sum of the unpaid principal balance and the accrued and accumulated interest due; and
 2. Such advances, other than attorney's fees, must have first become due and payable after the Default, and payment of such advances must be prorated through the date the Claim is filed with the Company;

less:

- (i) The amount of all rents and other payments (excluding proceeds of a sale of the Property and the proceeds of fire and extended coverage insurance) collected or received by the Insured, which are derived from or in any way related to the Property;
- (ii) The amount of cash remaining in any escrow account as of the last payment date;
- (iii) The amount of cash or other collateral to which the Insured has retained the right of possession as security for the Loan;
- (iv) The amount paid under applicable fire and extended coverage policies which are in excess of the cost of restoring and repairing the Property, if the Property is damaged, and which has not been paid to the Borrower or applied to the payment of the Loan as required by the terms of the Loan; and
- (v) Any other amounts claimed by the Insured to the extent they are excluded from the Claim Amount by reason of Section 4.

- 6.3 **Payment of Loss; Company's Options** — Within the Settlement Period, but only if the Insured has satisfied all requirements for a payment of Loss and if the Company has received a Perfected Claim, the Company shall at its sole

option exercise its:

- a. Property acquisition settlement option. Pay to the Insured as the Loss the Claim Amount calculated in accordance with Section 6.2 for the Company's acquisition of the Property; or
- b. Percentage guaranty option. Allow the Insured to retain all rights in and title to the Property, and pay to the Insured as the Loss the Claim Amount calculated in accordance with Section 6.2 of this Policy multiplied by the percentage of coverage or as otherwise calculated as specified in the Certificate. However, if prior to the Company's payment of the Loss, a third party acquires title to the Property at the foreclosure sale or a Borrower redeems the Property (unless such acquisition or redemption occurs because the Insured failed to bid as provided in Section 5.11), then the Company shall pay the lesser of: (i) the percentage guaranty option amount described above; or (ii) the difference between the Claim Amount and the amount realized by the Insured at the foreclosure sale or redemption; or
- c. Pre-Claim sale option. Pay to the Insured as the Loss the amount calculated in accordance with Section 5.10, if the terms and conditions of Section 5.10 are met.

In addition to the sum due pursuant to the option described above which the Company selects, the Loss payable by the Company will include the other amounts provided for under Sections 6.5 or 7.2 when such Sections are applicable. The Company will deduct from its payment of Loss such amounts as may be permitted by this Policy and the aggregate amounts of any payments of Loss which it had previously made. In the event of a Loss on a Loan with renewal premiums due monthly, which results from a Default covered under Section 2.6(a), the Company shall deduct from the payment of Loss an amount equal to any unpaid renewal premiums for the subject Loan through the end of the monthly renewal period in which such Default occurred.

6.4 Calculation of Settlement Period — The Settlement Period will be a sixty (60) day period after the Company's receipt of a Claim, calculated as follows:

- a. No later than the twentieth (20th) day after filing of a Claim, the Company may notify the Insured of additional documents or information which it requires for processing the Claim. The sixty-day period will be suspended until the Company receives such additional documents and information. The Company may request additional documents and information after such twenty-day period, and the Insured must use reasonable efforts to satisfy such request.
- b. No later than the sixtieth (60th) day after filing of a Claim, the Company may notify the Insured that it will require access to the Property sufficient to inspect, appraise and evaluate the Property. If the Company does not notify the Insured by that date, its right to such access will be deemed waived. If such notice is given, the Insured will use its best efforts to provide access to the Company and, if access is not then available, the sixty day period will be suspended from the date such notice was given until the Company receives notice from the Insured that access is available to it. If access is in fact not available when sought by the Company after such notice from the Insured, the Company will promptly notify the Insured of such unavailability, and the passage of the sixty day period will remain suspended as if the Insured's notice of availability had not been given to the Company.
- c. If the Company has elected to acquire the Property in settlement of a Claim, the sixty day period also will be suspended if necessary for there to be a period of ten (10) days after the date on which the Insured satisfies all conditions to acquisition, including any required restoration of the Property, for the Insured's delivery of a recordable deed and title policy or opinion evidencing Good and Merchantable Title (not subject to any rights of redemption, unless the Company waives such requirement) and, if applicable, delivery of Possession to the Property.
- d. If the sixty day period is suspended for more than one reason, the resulting suspended periods will only be cumulative if in fact they occur at different times; to the extent they occur simultaneously, they will not be cumulative.

6.5 Payment by the Company After the Settlement Period — If the Company has not paid a Loss during the Settlement

Period, then (a) the Company will include in its payment of Loss, if a Loss is ultimately payable, simple interest on the amount payable accruing after the Settlement Period to the date of payment of Loss at the applicable interest rate or rates which would have been payable on the Loan during such period, and (b) the Company will no longer be entitled to acquire the Property as an option for payment of the Loss.

The Company must either pay the amount of applicable Loss (including any additional applicable interest as computed above) or deny the Claim in its entirety within (a) one hundred twenty (120) days after expiration of the Settlement Period, or (b) if the Settlement Period has not expired, no later than one hundred eighty (180) days after filing of the Claim. If at a later date it is finally determined by agreement between the Insured and the Company (or by completion of legal or other proceedings to which the Insured and the Company are parties) that the Company was not entitled to deny all or a portion of the Claim, the Company will include in any resulting subsequent payment of Loss interest as calculated above through the date of such payment on the amount of Loss which the Company was not entitled to deny.

- 6.6 **Discharge of Obligation** — Payment by the Company of the amount of Loss required to be paid in accordance with this Policy will be a full and final discharge of its obligation with respect to such Loss under this Policy.

7 Additional Conditions

- 7.1 **Proceedings of Eminent Domain** — In the event that part or all of a Property is taken by eminent domain, or condemnation or by any other proceedings by federal, state or local governmental unit or agency, the Insured must require that the Borrower apply the maximum permissible amount of any compensation awarded in such proceedings to reduce the principal balance of the Loan, in accordance with the law of the jurisdiction where the Property is located.

7.2 Pursuit of Deficiencies

- a. The Insured will be entitled to pursue Appropriate Proceedings, or shall at the direction of the Company pursue Appropriate Proceedings through the end of the Settlement Period, which may result in the Borrower becoming liable for a deficiency after completion of the Insured's acquisition of a Property. Such pursuit may not be directed by the Company unless such deficiency is estimated to exceed \$7,500. If the Company proposes to pursue a deficiency judgment, in whole or in part for its account, it will notify the Insured at least thirty (30) days before the foreclosure sale. If the Company does not so notify the Insured, the deficiency judgment, if established by the Insured, will be solely for the account of the Insured, and the Company will not be subrogated to any rights to pursue the deficiency judgment.
- b. The following provisions will apply if, in completing Appropriate Proceedings there are additional expenses advanced pursuant to Section 5.7 or additional interest accrued on the Loan, due to (1) an additional redemptive period or a delay in acquisition of Borrower's Title, which period or delay is directly related to establishing the deficiency judgment or (2) legal proceedings which are necessary to establish and pursue the deficiency judgment and which would not otherwise be the custom and practice used.
 - i. If the deficiency judgment is to be established, in whole or in part, for the account of the Company, the Company must pay the Insured at the time of payment of the Claim, regardless of which settlement option the Company has selected, the full amount of:
 - (A) such additional expenses advanced pursuant to Section 5.7 by the Insured; and
 - (B) such additional interest accrued on the unpaid principal balance of the Loan at the contract rate stated in the Loan, but excluding applicable late charges, penalty interest, or other changes to the interest rate by reason of Default.
 - ii. If the deficiency judgment is not to be established, in whole or in part, for the account of the Company, none of the additional interest or expenses of the type described in subparagraph (i) above will be includable in the Claim Amount or payable at any time by the Company.

- iii. For purposes of determining the additional expenses described in subparagraph (i) above resulting from pursuing the deficiency judgment, the limitation on attorneys' fees in Section 6.2 will not apply.
 - iv. All of the additional interest, expenses, attorney's fees and court expenses described in subparagraph (i) above will be accrued or advanced only through acquisition of Borrower's Title, including any additional redemptive period.
 - c. The Company and the Insured may agree generally or with respect to a Loan to different terms and conditions than set forth in this Section 7.2. The Company and the Insured also may agree to the joint pursuit or other arrangements for the collection of deficiency judgments on mutually acceptable terms and conditions.
- 7.3 Subrogation** — Subject to Section 7.2(a), and only to the extent that the Company is entitled under applicable law to pursue such deficiency rights, the Company will be subrogated, upon payment of the Loss, in the amount thereof and with an equal priority to all of the Insured's rights of recovery against a Borrower and any other Person relating to the Loan or to the Property. The Insured must execute and deliver at the request of the Company such instruments and papers and undertake such actions as may be necessary to transfer, assign and secure such rights. The Insured shall refrain from any action, either before or after payment of a Loss, that prejudices such rights.
- 7.4 Policy for Exclusive Benefit of the Insured and the Owner** — A Commitment and Certificate issued as the result of any Application submitted hereunder and the coverage provided under this Policy will be for the sole and exclusive benefit of the Insured and the Owner of the related Loan, and in no event will any Borrower or other Person be deemed a party to, or an intended beneficiary of, this Policy or any Commitment or Certificate.
- 7.5 Effect of Borrower Insolvency or Bankruptcy on Principal Balance** — If under applicable insolvency or bankruptcy law, a Loan's principal balance secured by a Property is reduced (after all appeals of such reduction are final or the time for such appeals has lapsed without appeal), the portion of such principal balance of the Loan not secured by the Property, and related interest, will be includable in the Claim Amount, as provided in this Section 7.5.

If a Default occurs on the Loan, the Insured has acquired Borrower's Title or Good and Merchantable Title to the Property as required by this Policy, and all other requirements for filing of a Claim are complied with, the Insured will be entitled to include in the Claim Amount (a) the amount of the principal balance of the Loan which was deemed unsecured under applicable insolvency or bankruptcy law, less any collections or payments on such unsecured principal balance received by the Insured, and (b) interest thereon at the rate and as computed in Section 6.2, from the date of Default giving rise to the Claim (but for no prior period). In no event will any expenses or other amounts associated with the amount by which the principal balance of the Loan became unsecured be includable in the Claim Amount, directly or by an addition to the principal balance includable in the Claim Amount.

7.6 Arbitration of Disputes; Suits and Actions Brought by the Insured

- a. Unless prohibited by applicable law, all controversies, disputes or other assertions of liability or rights arising out of or relating to this Policy, including the breach, interpretation or construction thereof, shall be settled by arbitration. Notwithstanding the foregoing, the Company or the Insured both retain the right to seek a declaratory judgment from a court of competent jurisdiction on matters of interpretation of the Policy. Such arbitration shall be conducted in accordance with the Title Insurance Arbitration Rules of the American Arbitration Association in effect on the date the demand for arbitration is made, or if such Rules are not then in effect, such other Rules of the American Arbitration Association as the Company may designate as its replacement.

The arbitrator(s) shall be neutral person(s) selected from the American Arbitration Association's National Panel of Arbitrators familiar with the mortgage lending or mortgage guaranty insurance business. Any proposed arbitrator may be disqualified during the selection process, at the option of either party, if they are, or during the previous two (2) years have been, an employee, officer or director of any mortgage guaranty insurer, or of any entity engaged in the origination, purchase, sale or servicing of mortgage loans or mortgage-backed securities.

- b. No suit or action (including arbitration hereunder) brought by the Insured against the Company with respect

to the Company's liability for a Claim under this Policy shall be sustained in any court of law or equity or by arbitration unless the Insured has substantially complied with the terms and conditions of this Policy, and unless the suit or action is commenced within three (3) years (five (5) years in Florida or Kansas) after the Insured has acquired Borrower's Title to the Property or sale of the Property approved by the Company is completed, whichever is applicable to a Loan. No such suit or action with respect to a Claim may be brought by the Insured against the Company until sixty (60) days after such acquisition of Borrower's Title or sale, as applicable to a Loan.

- c. If a dispute arises concerning the Loan which involves either the Property or the Insured, the Company has the right to protect its interest by defending the suit, even if the allegations contained in such suit are groundless, false or fraudulent. The Company is not required to defend any lawsuit involving the Insured, the Property or the Loan.

7.7 Release of Borrower; Defenses of Borrower — The Insured's execution of a release or waiver of the right to collect any portion of the unpaid principal balance of a Loan or other amounts due under the Loan will release the Company from its obligation under its Certificate to the extent and amount of said release. If, under applicable law, the Borrower successfully asserts defenses which have the effect of releasing, in whole or in part, the Borrower's obligation to repay the Loan, or if for any other reason the Borrower is released from such obligation, the Company will be released to the same extent and amount from its liability under this Policy, except as provided by Section 7.5.

7.8 Amendments; No Waiver; Rights and Remedies; Use of Term "Including"

- a. The Company reserves the right to amend the terms and conditions of this Policy from time to time; provided, however, that any such amendment will be effective only after the Company has given the Insured written notice thereof by endorsement setting forth the amendment. Such amendment will only be applicable to those Certificates where the related Commitment was issued on or after the effective date of the amendment.
- b. No condition or requirement of this Policy will be deemed waived, modified or otherwise compromised unless that waiver, modification or compromise is stated in a writing properly executed on behalf of the Company. Each of the conditions and requirements of this Policy is severable, and a waiver, modification or compromise of one will not be construed as a waiver, modification or compromise of any other.
- c. No right or remedy of the Company provided for by this Policy will be exclusive of, or limit, any other rights or remedies set forth in this Policy or otherwise available to the Company at law or equity.
- d. As used in this Policy, the term "include" or "including" will mean "include or including, without limitation."

7.9 No Agency — Neither the Insured, any Servicer or Owner, nor any of their employees or agents, will be deemed for any reason to be agents of the Company. Neither the Company, nor any of its employees or agents, will be deemed for any reason to be agents of any Insured, Servicer or Owner.

7.10 Successors and Assigns — This Policy will inure to the benefit of and shall be binding upon the Company and the Insured and their respective successors and permitted assigns.

7.11 Applicable Law and Conformity to Law — All matters under this Policy will be governed by and construed in accordance with the laws of the jurisdiction in which the office of the original Insured on a Certificate is located. Any provision of this Policy which is in conflict with any provision of the law of such jurisdiction is hereby amended to conform to the provisions required by that law.

7.12 Notice — All claims, premium payments, tenders, reports, other data and any other notices required to be submitted to the Company by the Insured must be sent to the Company at MGIC Plaza, 250 East Kilbourn Avenue, Milwaukee, WI 53202. The Company may change this address by giving written notice to the Insured. Unless the Insured otherwise notifies the Company in writing, all notices to the Insured must be sent to the address on the face of this Policy or, if the Insured is not located at such address, to the last known address of the Insured.

All notices under this Policy, whether or not identified in this Policy as required to be in writing, will be effective only if in writing and only upon receipt thereof. Written notices may instead be given in the form of telecopy or, if acceptable to the Company (for notices given to the Company) or to the Insured (for notices given to the Insured) in the form of computer tape or computer-generated or any other electronic message. A telecopy or such tape or message shall be effective only when received. The Company and the Insured may mutually agree that notices will be sent to any additional Person. Except as expressly agreed to by the Company and the Insured, no liability shall be incurred by the Company for the failure to give a notice to a Person other than the Insured.

- 7.13 **Reports and Examinations** — The Company may request, and the Insured must provide, such files, reports or information as the Company may deem necessary pertaining to any Loan, and the Company will be entitled to inspect the files, books and records of the Insured or any of its representatives pertaining to such Loan.
- 7.14 **Electronic Media** — The Company and the Insured may, from time to time, deliver or transfer information, documents or other data between them by electronic media acceptable to them. In addition, the Company and the Insured may maintain information, documents or other data on electronic media or other media generally accepted for business records, including microfiche. Such electronic or other media will be as equally acceptable for all purposes between the Insured and the Company as information, documents or other data maintained in printed or written form.
-

**Endorsement to Mortgage Guaranty Master Policy
(Deferred Initial Premium)**

The purpose of this Endorsement is to amend the Policy to provide the terms for the insurance of Loans for which payment of the initial premium is deferred. To the extent of any inconsistency or conflict between the terms of the Policy and this Endorsement, this Endorsement will control. The Policy is amended by adding, deleting, or amending the following terms and conditions, as indicated.

A new Section 2.5 c. is added to the Policy, as follows:

- c. If the Loan is insured under a premium plan whereby payment of the initial premium is deferred and is not a condition to coverage being extended to the Loan, all of the following provisions shall apply to such Loan, notwithstanding any contrary provisions in this Section 2.5 of this Policy:
 - i) Payment of the initial premium shall be deferred to a date after which coverage has been extended to the Loan, as specified by the Company.
 - ii) Coverage shall become effective upon satisfaction of conditions prescribed by the Company, but payment of the initial premium shall not be a condition precedent to coverage being extended to such Loan.
 - iii) Except as provided below, if the initial premium is not paid within the time period required by the Company, coverage of such Loan will be terminated, retroactively to the Certificate Effective Date.
 - iv) If a Default on the Loan occurs after the Certificate Effective Date, but within the time period for payment of the initial premium, the Insured shall not be required to pay the initial premium when it becomes due, and coverage of such Default will continue, while such Default exists; and future payment of the initial premium and renewal premiums shall be governed by the following terms:
 - (1) If such Default is cured, the initial premium not paid during the period of Default shall be payable (unless previously paid by the Insured) within the time prescribed by the Company after notice from the Company in order to continue coverage, and renewal premiums on such Loan shall also be payable, as provided in Section 2.6 (a) of this Policy.
 - (2) If such Default is not cured and results in a Claim, the unpaid initial premium which was due shall be deducted from the payment of Loss due under Section 6.3.
 - v) Without changing how Section 2.6 (b) applies to renewal premiums, Section 2.6 (b) shall also apply to termination of coverage for non-payment of the initial premium, except that references in Section 2.6 (b) to "renewal premiums" shall instead be to "initial premium"; and references to "grace period" shall instead be to the "period for payment of the initial premium in Section 2.5".
 - vi) To the extent any other provisions of this Policy are in conflict or inconsistent with the terms of this paragraph (c), such provisions shall be waived or modified to make them consistent.

All terms capitalized will have the meanings set forth in the Policy, except as otherwise defined herein. Nothing herein contained will be held to vary, alter, waive or extend any of the terms and conditions of the Policy, or any amendments thereto, except as expressly set forth above.

Authorized Agent (if required)

**Endorsement to Mortgage Guaranty Master Policy
(Loans with Premium Amount
Included in the Loan's Principal Amount)**

The purpose of this Endorsement is to amend terms and conditions of the Policy with respect to the payment of Loss on a Loan which is calculated under the percentage guaranty option, if an amount representing all or a portion of the premium for coverage of such Loan is included in the original principal amount of the Loan. This Endorsement will apply to a Loan if the Application submitted by the Insured identifies the amount equal to such premium which is to be included in, and paid from, the original principal amount of the Loan. To the extent of any inconsistency or conflict between the terms of the Policy and this Endorsement, this Endorsement will control. The Policy is amended by adding, deleting, or amending the following terms and conditions, as indicated:

- A. Section 6.2 of the Policy is amended by adding the following new paragraph (vi) and deleting the word "and" at the end of paragraph (iv) and replacing the period at the end of paragraph (v) with "; and":

- (vi) If the percentage guaranty option is payable by the Company or used to calculate the pre-Claim sale option, an amount calculated as (A) the premium paid to the Company for coverage of the Loan, to the extent such premium was included in, and paid from, the original principal amount of the Loan and was identified as so included in the Application for coverage of the Loan received by the Company, multiplied by (B) a percentage (not to exceed one hundred percent) equal to the unpaid principal balance due under the Loan determined under Section 6.2 (a), divided by the original principal amount of the Loan.

- B. Section 6.3 of the Policy is amended by deleting the first sentence of the last paragraph thereof and replacing it with the following:

In addition to the sum due pursuant to the option described above which the Company selects, the Loss payable by the Company will include (i) the other amounts provided for under Sections 6.5 or 7.2 when such Sections are applicable, and (ii) if the percentage guaranty option is payable by the Company or used to calculate the pre-Claim sale option, the amount calculated under Section 6.2 (vi), if applicable, with respect to the premium paid to the Company.

All terms capitalized will have the meanings set forth in the Policy, except as otherwise defined herein. Nothing herein contained will be held to vary, alter, waive or extend any of the terms and conditions of the Policy, or any amendments thereto, except as expressly set forth above.

**Endorsement to Mortgage Guaranty
Master Policy
(Origination of Loans)**

The purpose of this Endorsement is to amend terms and conditions of the Policy with respect to the application of the Policy to origination of Loans. This Endorsement will apply to all Loans that are insured under the Policy. To the extent of any inconsistency or conflict between the terms of the Policy and this Endorsement, this Endorsement will control. Notwithstanding any definition of a "Policy" as including any endorsements, this Endorsement shall not amend any provision of a master reporting program or other endorsement to the Mortgage Guaranty Master Policy. Any change to such master reporting or other endorsement shall be made by a document other than this Endorsement. The Policy is amended by adding, deleting, or amending the following terms and conditions, as indicated:

A. Section 2.4 is deleted in its entirety and replaced with the following:

- 2.4 Incontestability for Certain Misrepresentations** — Notwithstanding Sections 2.2 or 2.3, no Claim for Loss will be denied or adjusted, nor will the Certificate's coverage be rescinded or canceled, by reason of any misrepresentations (whether by statements made or omitted) contained in an Application, provided that all of the following requirements, conditions and circumstances, to the extent not waived in writing at the option of the Company, are satisfied:
- a. The misrepresentation must not have been:
 - 1. knowingly made, or knowingly participated in, by:
 - (i) the Insured or any other Person which originated the Loan;
 - (ii) a correspondent lender, mortgage loan broker or other intermediary underwriting or processing the Loan on behalf of the Insured or of any other Person which originated the Loan; or
 - (iii) an escrow or closing agent, or any other agent of, or broker for, the Insured or any other Person which originated the Loan acting with respect to the Loan or the related Property transaction; or
 - 2. made, whether or not knowingly, by an appraiser, provider of an automated valuation model, or any other Person providing a valuation of the Property that is used in underwriting, processing or originating the Loan and that is submitted to the Company for the purpose of establishing the Value of the Property.
 - b. This Section 2.4 will not apply to a Certificate if within twelve (12) months before or after a material misrepresentation by a Borrower or other Person (other than those Persons identified in Section 2.4(a)), there are one or more material misrepresentations in an Application (i) with respect to three (3) or more other mortgage loans insured at any time by the Company for the Insured or any other lender and (ii) which result from the direct or indirect acts or omissions of the same Borrower or same other Person (including any other Person acting directly or indirectly in concert).
 - c. This Section 2.4 shall not be construed to limit the applicability of Section 4.4(b) to a misrepresentation which is subject to this Section 2.4.
 - d. The Company's payment of a Claim will not limit any rights which the Company has against the

Borrower or any other Person (other than the Insured) for any misrepresentation.

B. The Policy is amended by adding the following new provisions:

1. adding the following new definition as Section 1.27:

1.27 **Eligibility Criteria** means the requirements which may be established by the Company from time to time applicable to qualification of a Loan for insurance under this Policy (including approved mortgage loan programs, maximum loan-to-value ratios and original principal amounts, coverage limitations, underwriting requirements and payment status) and of which the Company advises the Insured by notice to the Insured as provided for in this Policy or by general publication in underwriting guides, premium rate cards, or other written or electronic communications prior to the Loan becoming insured. The Company from time to time may amend the requirements which have been established and shall advise or notify the Insured prior to such amendment becoming effective.

2. deleting the period at the end of subparagraph (b) of Section 2.2 and inserting in its place a semicolon, and adding the following new subparagraph (c) to Section 2.2:

c. The Loan complies with the Eligibility Criteria in effect at the time the Application is submitted to the Company. For purposes of this subparagraph (c), Section 2.4 of this Policy shall not apply to a determination as to whether a Loan complies with the Eligibility Criteria.

3. adding the following new Section 4.11:

4.11 **Non-Eligible Loans** - Any Loan that did not meet the Eligibility Criteria in effect at the time the related Application was submitted to the Company.

All terms capitalized herein will have the meanings set forth in the Policy, except as otherwise defined herein. Nothing herein contained will be held to vary, alter, waive or extend any of the terms and conditions of the Policy, or any amendments thereto, except as expressly set forth above.

**Endorsement to Mortgage Guaranty
Master Policy
(Definition of Insured and Other Matters)**

The purpose of this Endorsement is to amend terms and conditions of the Policy with respect to the definition of "Insured" and various other matters. This Endorsement will apply to all Loans insured under the Policy. To the extent of any inconsistency or conflict between the terms of the Policy and this Endorsement, this Endorsement will control. The Policy is amended by adding, deleting, or amending the following terms and conditions, as indicated:

A. Definition of Insured. Section 1.13 is deleted in its entirety and replaced with the following:

1.13 **Insured** means:

- a. The Person designated on the face of this Policy;
- b. The initial or subsequent Owner of the Loan, upon request by the Owner to become the Insured; or
- c. The initial or subsequent Servicer of the Loan, if the Owner is not the Insured, upon request by the Servicer to become the Insured or designation by the Owner of such Servicer as the Insured.

If the Company has not been notified in writing of a change of Insured, the Company's sole obligation hereunder shall be to the named Insured, except as specifically provided in this Policy. The Company may rely upon notice from a Person that it or its designee is the new Insured, but the Company must provide notice of such change to the prior Insured.

B. Relationship of Servicer to Insured. Section 1.24 is amended by adding the following new paragraph at the end thereof:

Unless otherwise agreed to in writing by the Company or otherwise required pursuant to the terms of this Policy, if there is a Servicer for a Loan and the Servicer is not the Insured the Company shall be entitled to rely upon and treat the Servicer as the representative of the Insured with respect to communications, paying premiums, accepting Loss payments and for all other purposes of this Policy. However, with respect to assignment of coverage and cancellation of a Certificate, the Company shall be entitled to rely upon instruction from either the Servicer or the Insured. The Servicer may designate the Owner as the payee for any Loss.

C. Incontestability. Section 2.4 (b), as previously amended, is further amended to change the reference:

- (a) from "an Application" to "a request or submission for coverage and statements, documents, data and information provided to the Company in connection with insuring a mortgage loan under any policy of insurance issued by the Company", and
- (b) if applicable to a Policy of the Insured, from "a Transmittal or Loan File" to "a request or submission for coverage and statements, documents, data and information provided to the Company in connection with insuring a mortgage loan under any policy of insurance issued by the Company or created or received in connection with origination or closing of such mortgage loan."

D. Filing of Claim. The second paragraph of Section 6.1 is deleted and replaced in its entirety with the following:

If the Insured fails to file a Perfected Claim on a Loan within one (1) year after, as applicable (a) the Insured acquires title to the Property, or (b) the Property is sold by the Borrower in a pre-foreclosure sale with the Company's approval or such other event occurs which is the basis for filing of a Claim under Section 6.1 (or within such longer period of time as the Company may allow in writing), the Insured will no longer be entitled to payment of a Loss on such Loan and the Company will not be obligated to make any Loss payment under this Policy with respect to such Loan.

All terms capitalized herein will have the meanings set forth in the Policy, except as otherwise defined herein. Nothing herein contained will be held to vary, alter, waive or extend any of the terms and conditions of the Policy, or any amendments thereto, except as expressly set forth above.

Mortgage Guaranty Insurance Corporation
250 East Kilbourn Avenue
P.O. Box 488, Milwaukee, Wisconsin 53201-0488

MGIC

Subrogation Endorsement

It is hereby understood and agreed that Section 7.3 Subrogation is amended to include the following at the end of such Section:

However, if the Property is located in the State of New York, the Company shall not have subrogation rights against any Borrower as set forth in this Section 7.3 and no Borrower shall be liable to the Company for any deficiency arising from a foreclosure sale.

Master Reporting Program Endorsement

The purpose of this Endorsement is to amend terms and conditions of the Policy to provide for the insurance of Loans under the Master Reporting Program made available by the Company to certain Insureds to whom this Endorsement is issued. An Insured will be entitled to submit Loans for insurance under this Endorsement unless this Endorsement is revoked by the Company. The Company reserves the right to revoke this Endorsement immediately upon written notice to the Insured. This Endorsement will apply only to a Loan which is identified by the Company as being insured under the Master Reporting Program. To the extent of any inconsistency or conflict between the terms of the Policy and this Endorsement, this Endorsement will control. The Policy is amended by adding, deleting, or amending the following terms and conditions, as indicated:

- A. The following additional definitions are added to Section 1 of the Policy:
- 1.27 **Eligibility Criteria** means the requirements established by the Company from time to time applicable to qualification of a Loan for insurance under this Policy (including approved mortgage loan programs, maximum loan-to-value ratios and original principal amounts, coverage limitations, underwriting requirements and payment status) and of which the Company advises the Insured (by notice to the Insured as provided for in this Policy or by general publication in underwriting guides, premium rate cards, or other written or electronic communications) prior to the Loan becoming insured, and as the Company may amend same from time to time and advise or notify the Insured prior to such amendment becoming effective.
 - 1.28 **Transmittal** means all data and information provided to the Company in connection with insuring a Loan under this Policy and all exhibits and documents furnished to the Company in connection therewith. Whenever the term "Application" is used in this Policy, the term "Transmittal" and its definition will be substituted therefor.
 - 1.29 **Loan File** means, with respect to a Loan, copies of all documents (including all data and information in electronic format) created or received in connection with the origination and closing of the Loan, including the Borrower's loan application, purchase contract, appraisal, credit report, verifications of employment, income and deposit, and HUD-1 or other settlement statement.
- B. Sections 2.1 through 2.4 of the Policy are deleted in their entirety and replaced with the following:
- 2.1 **Loan Underwriting and Obtaining Coverage** — This Policy shall automatically extend to each Loan which is submitted for coverage under this Policy, provided that it is made in accordance with the terms and provisions of this Policy, including the Eligibility Criteria, and is evidenced by a Certificate issued by the Company. In order to obtain coverage under this Policy for a Loan, a duly completed Transmittal must be submitted to the Company within thirty (30) days after the Insured makes or acquires the Loan (or such longer period as allowed by the Company), and the Company shall then issue a Commitment and Certificate, if all applicable requirements are satisfied.

If the Insured or the Person acting on its behalf denies the mortgage loan application received by it from the applicant, the Insured will be responsible for notifying the applicant in compliance with any applicable state or federal laws or regulations, including the Equal Credit Opportunity Act and any other similar law or regulation.
 - 2.2 **Representations of the Insured** — The Insured represents to the Company that:
 - a. all statements made and information provided to the Company in a Transmittal or in a Commitment or Certificate (including as such is related to continuation of coverage upon assumption of a Loan) are supported by statements and information in the Loan File;

- b. all statements made and information provided to the Company in a Transmittal when provided to the Company or contained in any Commitment or Certificate or contained in the Loan File when the Loan is closed are not false or misleading in any material respect as of such date(s) and do not omit any fact necessary in order to make such statements and information not false or misleading in any material respect as of such date(s); and
- c. the Loan complies with the Eligibility Criteria in effect at the time the Transmittal is submitted to the Company. For purposes of this subparagraph (c), Section 2.4 of this Policy shall not apply to a determination as to whether a Loan complies with the Eligibility Criteria.

The foregoing representations will apply to all statements and information provided to the Company in the Transmittal, Commitment or Certificate or contained in the Loan File, whether made or submitted by the Insured, the Borrower or any other Person, and will be deemed to have been made and provided for and on behalf of the Insured. The foregoing representations shall be effective whether or not they are made by the Insured or other Person with the intent to deceive or mislead, or with the knowledge that they are not true and correct.

It is understood and agreed that such statements and information in the Transmittal, Commitment or Certificate, or Loan File in the aggregate are, and in certain instances individually may be, material to the Company's decision to offer, provide or so continue coverage of the related Loan; the Company issues the related Commitment and Certificate or continues coverage in reliance on the accuracy and completeness of such statements and information submitted to it; and the Company's reliance on the representations in this Section 2.2 survive the issuance of a Commitment and Certificate or such continuation of coverage and any later review or audit of the Insured's files by the Company. Without otherwise limiting the scope of this Section 2.2, a breach of Section 4.8 relating to down payment will be deemed a material misrepresentation for purposes of this Section 2.2.

- 2.3 **Company's Remedies for Misrepresentation** — Subject to Section 2.4, if any of the Insured's representations as described in Section 2.2 are materially false or misleading with respect to a Loan, the Company will have at its option, the right to defend against a Claim on such Loan, or to the extent permitted by applicable law, to cancel or rescind coverage under the Certificate related to such Loan retroactively to commencement of coverage (or if the misrepresentation occurs with respect to continuation of coverage upon assumption of a Loan, to so defend, cancel or rescind retroactively to the date of such continuation). In the case of such cancellation or rescission, the Company shall return at that time all paid premiums retroactively to such applicable date.

- 2.4 **Incontestability for Certain Misrepresentations** — Notwithstanding Sections 2.2 and 2.3, no Claim for Loss will be denied or adjusted, nor will such Certificate's coverage be rescinded or canceled, by reason of any misrepresentations (whether by statements made or information provided, or of statements or information omitted) contained in a Transmittal or the related Loan File, provided that all of the following requirements, conditions and circumstances, to the extent not waived in writing at the option of the Company, are satisfied:

- a. The misrepresentation must not have been:
 - 1. knowingly made, or knowingly participated in, by:
 - (i) the Insured or any other Person which originated the Loan;
 - (ii) a correspondent lender, mortgage loan broker or other intermediary underwriting or processing the Loan on behalf of the Insured or any other Person which originated the Loan; or
 - (iii) an escrow or closing agent, or any other agent of, or broker for, the Insured or any other Person which originated the Loan acting with respect to the Loan or the related Property transaction; or

2. made, whether or not knowingly, by an appraiser, provider of an automated valuation model, or any other Person providing a valuation of the Property that is used in underwriting, processing or originating the Loan and that is submitted to the Company for the purpose of establishing the Value of the Property.
 - b. This Section 2.4 will not apply to a Certificate if within twelve (12) months before or after a material misrepresentation by a Borrower or other Person (other than those Persons identified in Section 2.4(a) above), there are one or more material misrepresentations in a Transmittal or Loan File (i) with respect to three or more other mortgage loans insured at any time by the Company for the Insured or any other lender and (ii) which result from the direct or indirect acts or omissions of the same Borrower or same other Person (including any other Person acting directly or indirectly in concert).
 - c. This Section 2.4 shall not be construed to limit the applicability of Section 4.4(b) to a misrepresentation covered by this Section 2.4.
 - d. The Company's payment of a Claim will not limit any rights which the Company has against the Borrower or any other Person (other than the Insured) for any misrepresentation.
- C. Section 2.12 of the Policy is added with the following:
- 2.12 **Post Underwriting Review and Copies of Loan Files** — The Company or representatives designated by it will have the right, from time to time, upon thirty (30) days advance notice to the Insured, to conduct a post underwriting review (including inspection) of the Loan Files and other information, papers, files, documents, books, records, agreements, and electronically stored data prepared or maintained by or in the possession or under the control of the Insured pertaining to or in connection with Loans insured under this Policy. The Company will have the right to conduct the review on the Insured's premises during normal business hours. The Insured must cooperate fully with the review. In addition, either in connection with such review or separately, the Company will have the right upon thirty (30) days prior written notice to obtain from the Insured a copy of the Loan File for any Loan for which a Commitment or Certificate has been issued pursuant to this Policy. If for any reason the Insured fails to provide a copy of a Loan File at the time of the Company's review or upon the Company's other notice, the Company will provide a second notice to the Insured, allowing the Insured to provide it within an additional thirty (30) day period. If for any reason the Insured fails to provide a copy of a Loan File within the additional thirty day period, then, at the Company's option, the Company will have the right to cancel coverage under the related Certificate.
- D. Section 4.8 is deleted in its entirety and replaced with the following:
- 4.8 **Down Payment** — Any Claim involving a Loan which is for the purchase of the Property, and for which the Borrower did not make a down payment as described in the Transmittal or Loan File.
- E. Section 4.11 of the Policy is added with the following:
- 4.11 **Non-Eligible Loans** — Any Loan that did not meet the Eligibility Criteria in effect at the time the related Transmittal was submitted to the Company.
- F. Section 7.9 of the Policy is deleted in its entirety and replaced with the following:
- 7.9 **No Agency** — Neither the Insured, any Servicer, or Owner nor any of their employees or agents (including the Persons underwriting the Loan on behalf of the Insured) will be deemed for any reason to be agents of the Company. Neither the Company, nor any of its employees or agents, will be deemed for any reason to be agents of any Insured, Servicer or Owner.

All terms capitalized herein will have the meanings set forth in the Policy, except as otherwise defined herein. Nothing herein contained will be held to vary, alter, waive or extend any of the terms and conditions of the Policy, or any amendments thereto, except as expressly set forth above.

Endorsement for Insurance of Loans Relating to Cooperative Properties

The purpose of this Endorsement is to amend terms and conditions of the Policy to provide for the insurance of Loans which are secured by ownership or membership in cooperative housing corporations and the lease of a residential unit by such corporation to the stockholder or member. This Endorsement will apply only to a Loan if the Application submitted by the Insured identifies the Collateral as such ownership or membership and lease, or is so identified by the Company on the Commitment for the Loan. To the extent of any inconsistency or conflict between the terms of the Policy and this Endorsement, this Endorsement will control. The Policy is amended by adding, deleting, or amending the following terms and conditions, as indicated:

A. The following definition is added to Section 1 of the Policy:

- 1.8A **Collateral** means: (a) the stock or membership certificate issued to a tenant-stockholder or resident-member by a completed fee simple or leasehold cooperative housing corporation; and (b) the proprietary lease relating to one (1) unit in the cooperative housing corporation executed by said tenant-stockholder or resident-member and any other rights of said stockholder or member relating to any of the foregoing.

B. The following Sections are amended, deleted, or otherwise changed, as indicated below:

1. Section 1.2 is amended by replacing the phrase "where the Property is located" to "affecting either the Loan or the Collateral."

2. Section 1.12 is deleted in its entirety and replaced with the following:

1.12 **Good and Merchantable Title** means, when used with respect to the Collateral, the title both to the Collateral and the Property free and clear of all liens, encumbrances, covenants, conditions, restrictions and easements, rights of redemption, except for any of the following or as permitted in writing by the Company:

- a. Any lien established by public bond, assessment or tax, when no installment, call or payment of or under such bond, assessment or tax is delinquent;
- b. Any municipal and zoning ordinances and exceptions to title waived by the regulations of federal mortgage insurers and guarantors with respect to mortgages on one-to-four family residences in effect on the date on which the Loan was closed and all documents were executed;
- c. A first mortgage lien on the entire real estate owned by the cooperative housing corporation which has been disclosed to the Company in the Application for the Loan secured by the Collateral; and

- d. Any other impediments which will not have a materially adverse effect on either the transferability of the Collateral or the sale thereof to a bona fide purchaser.

Good and Merchantable Title will not exist if (i) there is any lien pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, or similar federal or state law as in effect from time to time providing for liens in connection with the removal of environmental conditions, or if notice has been given of commencement of proceedings which could result in such a lien, or (ii) there are limitations on ingress or egress to the Property or on use of utilities. Any action or proceeding after a judicial foreclosure sale relating to establishing a deficiency judgment will not be considered in determining whether the Insured has acquired Good and Merchantable Title.

3. Section 1.21 is amended by adding the following at the end of Section 1.21:

"subject to the terms of the proprietary lease from the cooperative housing corporation."

4. Section 1.22 is deleted in its entirety and replaced with the following:

1.22 **Property** means the Residential real property and all improvements thereon which is owned by the cooperative housing corporation, and which is leased to the Borrower who holds an ownership or membership interest in such cooperative housing corporation, which lease and interest secure the related Loan, together with all easements and appurtenances, all rights of access, all rights to use common areas, recreational and other facilities, and all replacements or additions to any of the foregoing.

5. Section 1.23 is deleted in its entirety and replaced with the following:

1.23 **Residential** means a type of building or a portion thereof which is designed for occupancy by more than one family, with ownership by a cooperative housing corporation.

6. A new Section 3.7 is added as follows:

3.7 **Indebtedness and Liens** – The Insured shall not consent to or approve, without the prior written approval of the Company, (a) a lien on the entire real estate or the Property that is owned by the cooperative housing corporation, other than that indebtedness secured by a first mortgage lien or other liens disclosed to the Company in the Application, or (b) a modification or termination of any rights of the Insured to exercise its consent or approval respecting the matters described in (a).

- C. For purposes of the Policy, wherever the term "Property" is used and instead refers to the stock or membership certificate, the lease, or any other asset or right related thereto, it shall be deemed to be changed to "Collateral", including for purposes of provisions relating to foreclosure, Appropriate Proceedings, or redemption; acquisition of title or other status of title, lien or ownership (including Borrower's Title and Good and Merchantable Title); or acquisition, disposition or conveyance by any Person.

All terms capitalized will have the meanings set forth in the Policy, except as otherwise defined herein. Nothing herein contained will be held to vary, alter, waive or extend any of the terms and conditions of the Policy, or any amendments thereto, except as expressly set forth above.

August 11, 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): Gloria Hockenberry
PROPERTY ADDRESS: 165 Lyle Lane
Coalport PA 16627
LOAN ACCT. NO.: 4554420
ORIGINAL LENDER: HSBC Mortgage Corporation
CURRENT LENDER: HSBC Bank, USA

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:

165 Lyle Lane
Coalport PA 16627

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 \$448.93 for April 1, 2008 through August 1, 2008 = \$2244.65

Monthly Late Charges of \$17.47 for April 1, 2008 through July 1, 2008 = \$69.88

Other charges (explain/itemize): Escrow Advance = \$126.80

Other Fee = \$37.50

TOTAL AMOUNT PAST DUE: \$2478.83

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 \$2478.83, 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/Servicer:	<u>HSBCNY</u>
Address:	<u>961 Weigel Drive</u> <u>Elmhurst IL 60126</u>
Phone Number:	<u>888-245-9318</u>
Fax Number:	<u>630-617-7145</u>
Contact Person:	<u>Customer Service</u>

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

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

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

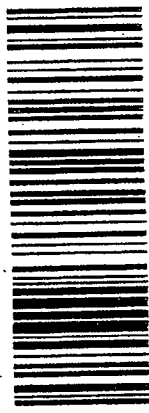
Postage	\$ 39
Certified Fee	\$ 270
Return Receipt Fee (Endorsement Required)	\$ 200
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 509

Postmark Here

Ball, Gloria Hochenberg Decade
 Street Apt No. 107 6th Ave
 City, State ZIP+4
 Atlanta GA 30302

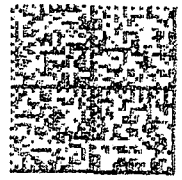
PS Form 3800, August 2006 See Reverse for Instructions

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



CERTIFIED MAIL
 MAILAGE STICKER AT TOP OF ENVELOPE TO BE PLACED ON THE RIGHT OF THE RETURN ADDRESS. HOLD AT BOTTOM TO BE PLACED ON THE FRONT OF THE ENVELOPE.

016H26519216
\$05.490
 08/11/2008
 Mailed From 08003
US POSTAGE



Hasler

Unperown Ibers at Gloria Hochenberg Decade
107 6th Ave
Atlanta GA 30302

UDREN LAW

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	
1. Article Addressed to: <i>Unknown, Kinote</i> <i>Clotilde Hochenberg</i> <i>107 W. 16th St.</i> <i>Albany, N.Y. 12201</i>		A. Signature ☒ Agent ☐ Addressee	B. Received by (Printed Name) C. Date of Delivery
2. Article Number (Transfer from service) 7007 3020 0000 0874 9960		D. Is delivery address different from item 1? If YES, enter delivery address below: ☐ Yes ☐ No	
3. Service Type ☐ Certified Mail ☐ Express Mail ☐ Registered ☒ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.		4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No	

102595-02-M-1540

Domestic Return Receipt

PS Form 3811, February 2004

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

Hochensberry Laurel

*Unperson View by Gloria
 165 Leyle Lane
 Coacport NJ 16627*

08070209-1 R4

016H26519216
\$05.490
 08/11/2008
 Mailed From 08003
US POSTAGE

Hastler



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	\$ 34
Certified Fee	\$ 20
Return Receipt Fee (Endorsement Required)	\$ 20
Restricted Delivery Fee (Endorsement Required)	\$ 00
Total Postage & Fees	\$ 84

Sent *165 Leyle Lane*
 to *Coacport NJ 16627*
 Street Apt. No. or PO Box No. *165 Leyle Lane*
 City, State, ZIP+4 *Coacport NJ 16627*

Postmark Here



CERTIFIED MAIL
 POSTAGE WILL BE PAID BY ADDRESSEE
 IF THE RETURN ADDRESS IS NOT ON THE FRONT

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.

Article Addressed to:

Unknown
Gloria Jackson very scared
165 Kyle Lane
Coalport Pa 16627

COMPLETE THIS SECTION ON DELIVERY

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

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

4. Restricted Delivery	☐ Yes

Article Number 7007 3020 0000 0874 9977

2. Article Number
(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-00-1540

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

Postmark
 Here

Postage	\$ 59
Certified Fee	8.70
Return Receipt Fee (Endorsement Required)	8.20
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 57.99

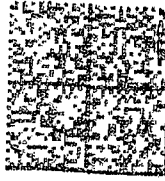
Sent to
 Gloria L. Lokenberry
 145 Lefe Lane
 Coalport Pa 16629
 City, State, ZIP+4[®]

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



CERTIFIED MAIL
 PLACE STICKER AT TOP OF ENVELOPE, NOT IN FRONT OF THE RETURN ADDRESS. FOLD AT NOTCH TO OPEN.

9066 4280 0000 020E 2002
 9066 4280 0000 020E 2002



Postage

016H26519216
\$05.49
 08/11/2008
 Mailed From 08003
US POSTAGE

Gloria Lokenberry
 145 Lefe Lane
 Coalport Pa 16629

6867029-1 Rd

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

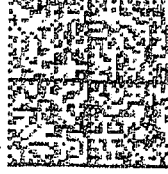
SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
1. Article Addressed to: <i>Colleen Hockenberry</i> <i>145 Lyle Lane</i> <i>Cranford PA 16607</i> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature ☒ Agent <i>[Signature]</i> ☐ 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:	
2. Article Number (Transfer from service /a) 7007 3020 0000 0874 9908 PS Form 3811, February 2004		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☒ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D. 4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No	

102595-02-M-1540

UDREN LAW OFFICES, P.C.
 WOODCREST CORPORATE CENT R
 111 WOODCREST ROAD
 CHERRY HILL, NJ 08903

016H26519216
 \$05.490
 08/11/2008
 Mailed From 08003
 US POSTAGE

Hostler



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	\$ 39
Certified Fee	\$ 2.70
Return Receipt Fee (Endorsement Required)	\$ 2.80
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.49

Sent to: *Glenn Schenck*
 Street Apt. No.: *107 6th Ave*
 City, State, ZIP+4: *Albany, NY 12207*

PS Form 3800, April 2006 See Reverse for Instructions

9939 4874 0874 0000 0200 0200 0200 0200 0200 0200



Glenn Schenck
107 6th Ave
Albany, NY 12207

NY 12207-1084

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	
■ 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.		A. Signature X 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:	
1. Article Addressed to: <i>Monica Hockenberry</i> <i>1076 W. 1st Ave</i> <i>Alhambra, CA 91801</i>		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☒ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	
2. Article Number (Transfer from serv)		4. Restricted Delivery? (Extra Fee) ☐ Yes	
PS Form 3811, February 2004		7007 3020 0000 0874 9939	
Domestic Return Receipt		102595-02-44-1540	

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 take 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: 

Attorney for Plaintiff
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
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

HSBC Bank USA, N.A.
961 Weigel Drive
Elmhurst, IL 60126
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

v.

Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
107 6th Avenue
Altoona, PA 16601
Defendant(s)

NO.08-1766-CD

CERTIFICATE OF SERVICE

The undersigned, hereby certifies that they have served true and correct copies of Plaintiff's Amended Complaint upon the following person(s) named herein at their last known address or their attorney of record.

_____ Regular First Class Mail
_____ Certified Mail
_____ Other (certificate of mailing)

Date Served: March 27, 2009

TO: Larry Hockenberry
GD-3323
5706 Glades Pike
Somerset, PA 15501-0631
Known Heir
of Gloria Hockenberry

Jeff Hockenberry
165 Lyle Lane
Coalport, PA 16627
Known Heir
of Gloria Hockenberry

UDREN LAW OFFICES, P.C.

BY: [Signature]
Attorney for Plaintiff
LOUIS A. SIMONI, ESQUIRE

FILED

MAK 30 2009

William A. Shaw
Prothonotary/Clerk of Courts

NO 9/c

HSBC BANK USA NA	§	COURT OF COMMON PLEAS
961 WEIGEL DRIVE	§	CIVIL DIVISON
ELMHURST, IL. 60126	§	
Plaintiff	§	CLEARFIELD COUNTY
V.	§	PENNSYLVANIA
GLORIA HOCKENBERRY	§	
RECORD OWNER	§	
JEFF HOCKENBERRY	§	NO. 08-1766CD
KNOWN HEIR OF	§	
GLORIA HOCKENBERRY	§	
LARRY HOCKENBERRY	§	
KNOWN HEIR OF	§	
GLORIA HOCKENBERRY	§	
107 6th AVENUE	§	
ALTOONA, PA. 16601	§	
DEFENDANT(S)	§	
	§	

FILED

APR 15 2009
 5 m/10:30/c
 William A. Shaw
 Prothonotary/Clerk of Courts
 No C/L

AMENDED QUESTIONS IN MORTGAGE
 FORCLOSURE PURSUANT TO STOP DEFAULT
 AND PURSUANT TO COURT ORDER

AND NOW, COMES DEFENDANT LARRY HOCKENBERRY in PROSE SERVES THIS
 NOTICE OF OBJECTIONS AS TO WHAT WAS FILED BY THE PLAINTIFF.

1.) There was a hearing Vide-o-Com Link on February 27, 2009 And questions were presented by both Plaintiff and Defendant The questions at hand were/are as to Mortgage Insurance, ect, ect The Court also had questions.

2.) Plaintiff did produce Master Policy as for use with Mortgage???

3.) The defendant now questions the Plaintiff to produce the LOAN APPLICATION that Gloria Hockenberry Applied for, that is in default.

4.) The defendant is also requesting the full record of said loan, the reasons are, such a loan for \$53,200.00 (Possible Mis-Representation has occured). Any Rational Person(s) would request Not only Mortgage Insurance, but other insurance, Medical Disability and Life/death insurance on any Loan. This is, for Protection of both the Borrower and the lender. It is common sence and Good Bussiness sence. Any Rational Person would request these insurance coverages.

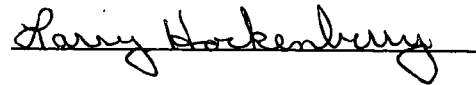
5.) Here the Plaintiffs Complaint is mis-leading as to Mortgage Insurance (INSURANCE) claim! Reason why, Gloria Hockenberry stated before her death to her Son Larry Hockenberry her heir, NOT to worry that loan had insurance to cover the loan if she died and that the House and Property would be covered, (SAFE) and NOT be taken thru Forclosures. This is reason enough for a full Review of loan process/application especially with what has/is occured across the Nation with High Risk Loans and Foreclosures, dealing with FANNY MAE/FREDDIE MAC.

6.) Here Gloria Hockenberry did NOT default or mis represent ANYONE as to the loan. She died from CANCER, it was not a long drawn out illness and it ended quickly. Lastly Gloria Hockenberry had NO idea of her illness (CANCER) at the time when she applied/obtained this said loan.

WHEREFORE, THE DEFENDANT LARRY HOCKENBERRY PRAYS THIS HONORABLE COURT TO INVESTIGATE, REQUEST THE FULL RECORD, (APPLICATION OF SAID LOAN) ALL INSURANCE POLICY'S OF SAID LOAN BEFORE ANY DECISION, JUDGEMENT OR RESOLUTION OR RELIEF BEING GRANTED.

Date 4-13- 2009

Respectfully submitted



Larry Hockenberry Prose

GD-3323 Unit D-A

5706 Glades Pike

Somerset, Pa. 15501-0631

PROOF OF SERVICE

I hereby certify that a true and correct copies of the following AMENDED QUESTIONS in Mortgage Foreclosure Pursuant to DEFAULT and Pursuant to COURT ORDER has been mailed first class postage VIA Jones, Houston, Smith Prisoner Mail Box Rule upon the following 13th day of April 2009.

1.) The Honorable Fredric J. Ammerman
President Judge, Judges Chambers
Court of Common Pleas Clearfield County
Clearfield, Pa. 16830

1.) William A. Shaw Prothonotary
P.O. Box-549
Clearfield, Pa. 16830

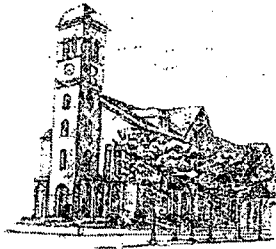
1.) UDREN LAW OFFICES P.C.
C/O Mr. Louis A. Simoni ESQ;
Woodcrest Corporate Center
111 Woodcrest Road
CherryHill, New Jersey. 08003-3620

VERIFICATION

I have read the foregoing documents, I verify that the statements are true and correct to the best of my personal knowledge, information and belief. I understand that any false statements made herein are subject to Penalties of 18 PA CSA 4904 relating to unsworn falsification to authorities.

Date 4-13- 2009.

Larry Hockenberry
Larry Hockenberry Prose
GD-3323 Unit D-A
5706 Glades Pike
Somerset, Pa. 15501-0631



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

Jacki Kendrick
Deputy Prothonotary/Clerk of Courts

Bonnie Hudson
Administrative Assistant

David S. Ammerman
Solicitor

PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ www.clearfieldco.org

January 6, 2009

Andrew M. Rodgers
Foreclosure Specialist
Udren Law Office, P.C.
111 Woodcrest Road, Ste. 200
Cherry Hill, NJ 08003-3620

Re: HSBC Bank USA, N.A. vs. Gloria Hockenberry, et al
08-1766-CD

Dear Ms. Rodgers:

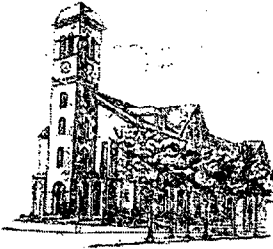
I am unable to process your request for Judgment and Writ of Execution in the above-captioned case for the following reasons:

- 1) On January 5, 2009, ^{Larry} Jeff Hockenberry filed a Petition to Stop Default. An Order has not been entered on the record as of the date of this letter.
- 2) Service was never made on Larry Hockenberry. On October 2, 2008, the Clearfield County Sheriff's Office made a return of "Not Found" as to Larry Hockenberry. Several Motions for special service were filed and granted pertaining to Gloria Hockenberry, Jeff Hockenberry, and Unknown Heirs. Service was completed regarding these defendants. But no motion pertaining to Larry Hockenberry, a Known Heir, was ever filed or granted.

If you have any questions, please contact me at the Prothonotary's Office at (814) 765-2641, ext. 1330.

Sincerely,

William A. Shaw
Prothonotary



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

Jacki Kendrick
Deputy Prothonotary/Clerk of Courts

Bonnie Hudson
Administrative Assistant

David S. Ammerman
Solicitor

PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ www.clearfieldco.org

January 6, 2009

COPY

Andrew M. Rodgers
Foreclosure Specialist
Udren Law Office, P.C.
111 Woodcrest Road, Ste. 200
Cherry Hill, NJ 08003-3620

Re: HSBC Bank USA, N.A. vs. Gloria Hockenberry, et al
08-1766-CD

Dear Ms. Rodgers:

I am unable to process your request for Judgment and Writ of Execution in the above-captioned case for the following reasons:

- 1) On January 5, 2009, Jeff Hockenberry filed a Petition to Stop Default. An Order has not been entered on the record as of the date of this letter.
- 2) Service was never made on Larry Hockenberry. On October 2, 2008, the Clearfield County Sheriff's Office made a return of "Not Found" as to Larry Hockenberry. Several Motions for special service were filed and granted pertaining to Gloria Hockenberry, Jeff Hockenberry, and Unknown Heirs. Service was completed regarding these defendants. But no motion pertaining to Larry Hockenberry, a Known Heir, was ever filed or granted.

If you have any questions, please contact me at the Prothonotary's Office at (814) 765-2641, ext. 1330.

Sincerely,

William A. Shaw
Prothonotary

HSBC BANK USA NA
961 WEIGEL DRIVE
ELMHURST, IL. 60126

Plaintiff

V.

GLORIA HOCKENBERRY

RECORD OWNER

JEFF HOCKENBERRY

KNOWN HEIR OF

GLORIA HOCKENBERRY

LARRY HOCKENBERRY

KNOWN HEIR OF

GLORIA HOCKENBERRY

107 6th AVENUE

ALTOONA, PA. 16601

DEFENDANT(S)

§

COURT OF COMMON PLEAS

§

CIVIL DIVISION

§

§

CLEARFIELD COUNTY

§

PENNSYLVANIA

§

§

§

§

§

§

§

§

§

§

§

§

NO. 08-1766CD

5 FILED

MAY 07 2009

William A. Shaw
Prothonotary/Clerk of Courts

1 Clerk to

LARRY HOCKENBERRY

SECOND

AMENDED QUESTIONS IN MORTGAGE

FORCLOSURE PURSUANT TO STOP DEFAULT

AND PURSUANT TO COURT ORDER

AND NOW, COMES DEFENDANT LARRY HOCKENBERRY in PROSE SERVES THIS
NOTICE OF OBJECTIONS AS TO WHAT WAS FILED BY THE PLAINTIFF.

1.) There was a hearing Vide-o-Com Link on February 27, 2009 And questions were presented by both Plaintiff and Defendant The questions at hand were/are as to Mortgage Insurance, ect, ect The Court also had questions.

2.) Plaintiff did produce Master Policy as for use with Mortgage???

3.) The defendant now questions the Plaintiff to produce the LOAN APPLICATION that Gloria Hockenberry Applied for, that is in default.

4.) The defendant is also requesting the full record of said loan, the reasons are, such a loan for \$53,200.00 (Possible Mis-Representation has occured). Any Rational Person(s) would request Not only Mortgage Insurance, but other insurance, Medical Disability and Life/death insurance on any Loan. This is, for Protection of both the Borrower and the lender. It is common sence and Good Bussiness sence. Any Rational Person would request these insurance coverages.

5.) Here the Plaintiffs Complaint is mis-leading as to Mortgage Insurance (INSURANCE) claim! Reason why, Gloria Hockenberry stated before her death to her Son Larry Hockenberry her heir, NOT to worry that loan had insurance to cover the loan if she died and that the House and Property would be covered, (SAFE) and NOT be taken thru Forclosures. This is reason enough for a full Review of loan process/application especially with what has/is occured across the Nation with High Risk Loans and Foreclosures, dealing with FANNY MAE/FREDDIE MAC.

6.) Here Gloria Hockenberry's son Larry Hockenberry did NOT DEFAULT ON SAID FILINGS. At the time of said loan in question she had no idea of her illness (CANCER) at the time when she applied /obtained this said loan.

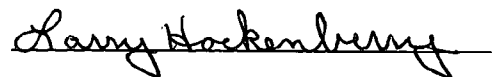
7.) The defendant Larry Hockenberry Requests this Honorable Court the following Averment to STOP DEFAULT.

1. To investigate the full record of this said loan as to what insurance policies were provided.
2. Investage; Was there pressure applied to Gloria or in applying with this loan or misrepresentation.
3. There be a STAY and NO judgement to be enforced.
4. The court to impose such terms and conditions or limit the Stay to such reasonable time as it may deem Appropriate.

Wherefore, the Defendant Larry Hockenberry Prays this Honorable Court to Investigate the full record (APPLICATION OF SAID LOAN) including all Policies of Insurance, BEFORE ANY DECISION OF JUDGEMENT or RELIEF BEING GRANTED to the defendant.

Date 5-5 2009

Respectfully Submitted



Larry Hockenberry GD-3323

S.C.I. Laurel Highlands

5706 Glades Pike P.O. Box-631

Somerset, Pa. 15501-0631

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 #200669
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003
856-669-5400
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

HSBC Bank USA, N.A.
Plaintiff

v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

Gloria Hockenberry, Last Record Owner
Jeff Hockenberry, Known Heir of Gloria Hockenberry
Larry Hockenberry, Known Heir of Gloria
Hockenberry
Defendant(s)

NO. 2008-1766-CD

TO: Larry Hockenberry, Known Heir of Gloria Hockenberry
Inmate # GD3323
SCI Laurel Highlands
5706 Glades Pike
Somerset, PA 15501

Date of Notice: April 30, 2009

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.

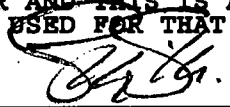
LAWYER REFERRAL SERVICE
David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x 5982

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 x 5982

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

PROOF OF SERVICE

I hereby certify that a true and correct copies of the following AMENDED QUESTIONS in Mortgage Foreclosure Pursuant to DEFAULT and Pursuant to COURT ORDER has been mailed first class postage VIA Jones, Houston, Smith Prisoner Mail Box Rule upon the following 5TH day of May 2009.

1.) The Honorable Fredric J. Ammerman
President Judge, Judges Chambers
Court of Common Pleas Clearfield County
Clearfield, Pa. 16830

1.) William A. Shaw Prothonotary
P.O. Box-549
Clearfield, Pa. 16830

1.) UDREN LAW OFFICES P.C.
C/O Mr. Louis A. Simoni ESQ;
Woodcrest Corporate Center
111 Woodcrest Road
Cherry Hill, New Jersey. 08003-3620

VERIFICATION

I have read the foregoing documents, I verify that the statements are true and correct to the best of my personal knowlegde, information and belief. I understand that any false statements made herein are subject to Penalties of 18 PA CSA 4904 relating to unsworn falsification to authorities.

Date 5-5 2009.

Larry Hockenberry
Larry Hockenberry Prose
GD-3323 Unit D-A
5706 Glades Pike
Somerset, Pa. 15501-0631

1/29/09
Hoth -
Please clip
this letter to the
inside of the
file. The
Doris F.

David S. Meholilk
Court Administrator
Claerfield County Courthouse
Claerfield, Pa. 16830

December 2, 2008.

RE: Complaint in Mortgage Foreclosure HSBC Bank U.S.A. N.A. VS. GLORIA
HOCKENBERRY Owner (deceased); JEFF HOCKENBERRY known Heir; LARRY
HOCKENBERRY known Heir; Court of Common Pleas Clearfield County
NO. 2008-1766CD:

Dear David S. Meholilk;

I am writing to you and your office asking for your assistance in the
above Actioned Number 2008-1766CD as to Mortgage Foreclosure of my Mother
Gloria Hockenberry, who is deceased. My brother Jeff and I are known Heirs of
our Mothers Estate.

I have received what has been filed with the Court and I have some very
important questions that need to be addressed. The said loan was thru HSBC
Bank U.S.A. N.A. 961 Weigel Drive Elmhurst, Il. 60126. The debt that is due is
\$57,938.48 after all late charges and fees.

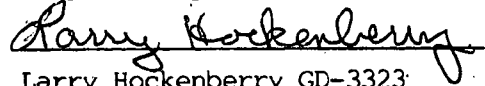
The question I have is; There was a Mortgage Insurance Policy at a cost
of \$23.94 as stated in line #6 of the complaint. What was this Policy and what
did it cover?

My Mother got sick after taking this said loan and did she have this
Policy invoked? I feel this is an important question that needs to be
addressed. Any Rational person would have Insurance on a loan of any kind.
Also any Rational person would question this after discovery of this Mortgage
Insurance Policy, especially when a Bank wants it's Money and NOT the said
Property.

I cannot make a appearance, but by entering this written appearance/request to defend my claim as a known Heir and defendant.

I declare under 18 PA. C.S.A. 4904 that the above written appearance/request to be correct and true to the best of my personal knowledge.

Respectfully Submitted



Larry Hockenberry GD-3323

5706 Glades Pike

Somerset, Pa. 15501-0631

CC: Udren Law Office PC.

Attorney Mark J. Udren

Woodcrest Road, Suite 200

Cherry Hill, N.J. 08003-3620

HSBC Bank U.S.A. N.A.

961 Weigel Drive

Elmhurst, Il. 60126

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
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

FILED *Att. pd.*
2211:2008
MAY 12 2009 *2200*
Notice to
William A. Shaw *Def*
Prothonotary/Clerk of Courts
(510)

HSBC Bank USA, N.A.
961 Weigel Drive
Elmhurst, IL 60126
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

v.

NO. 2008-1766-CD

Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
107 6th Avenue
Altoona, PA 16601
165 Lyle Lane
Coalport, PA 16627
Defendant(s)

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

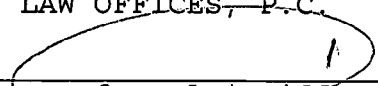
TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against the Defendant(s) **Gloria Hockenberry, Last Record Owner, Jeff Hockenberry, Known Heir of Gloria Hockenberry and Larry Hockenberry, Known Heir of Gloria Hockenberry** 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	\$57,938.48
Interest Per Complaint	3,040.00
From 7/13/08 to 5/12/09	
Late charges per Complaint	174.70
From 7/13/08 to 5/12/09	
Escrow payment per Complaint	<u>994.40</u>
From 7/13/08 to 5/12/09	
TOTAL	<u>\$62,147.58</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: 

~~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: May 12, 2009


PRO PROTHY

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

FILED
11:58 AM
SEP 19 2008

William A. Shaw
Prothonotary/Clerk of Courts

856-669-5400

pleadings@udren.com

HSBC Bank USA, N.A.
961 Weigel Drive
Elmhurst, IL 60126
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

v.

Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
107 6th Avenue
Altoona, PA 16601
Defendant(s)

NO. 2008 - 1766 - 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.

COPY

#08070249-1 (mee)

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

Prothonotary of Clearfield County
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Re: HSBC Bank USA, N.A.

vs.

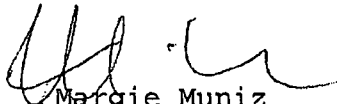
Gloria Hockenberry, Last Record Owner
Jeff Hockenberry, Known Heir of Gloria Hockenberry
Larry Hockenberry, Known Heir of Gloria Hockenberry
Clearfield County C.C.P. No. 2008-1766-CD

To Whom It May Concern:

In connection with the above captioned matter, enclosed please find Verification of Service by Certified Mail and Regular Mail Pursuant to Court Order. I have enclosed a copy of the first page to be time stamped and returned in the enclosed self-addressed stamped envelope.

Thank you for your assistance with this matter.

Sincerely yours,


Margie Muniz
Foreclosure Specialist

Enclosures

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

HSBC Bank USA, N.A.
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
Defendant(s)

NO. 2008-1766-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: 11-7-08

Jeff Hockenberry, Known Heir of Gloria Hockenberry
107 6th Avenue, Altoona, PA 16601

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: 11-7-08

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
LOUIS A. SIMONI, ESQUIRE

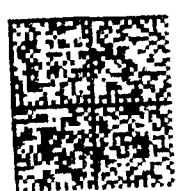
Handwritten address on the envelope flap:
J. H. Hockaday
2515 14th Avenue
San Francisco, CA 94114

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

CERTIFIED MAIL™



1402 2820 0000 0202 2002



Hasler

016H26519216

\$06.75

11/07/2008

Mailed From 08003
US POSTAGE

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:

Jeff Hockenberry, known
Heir of Gloria Hockenberry
165 Lyle Lane
Coalport, PA 16627

2. Article Number

(Transfer from service label)

7007 3020 0000 0782 7041

PS Form 3811, February 2004

Domestic Return Receipt

08070249-1

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes
☐ No

3. Service Type

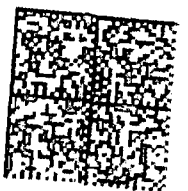
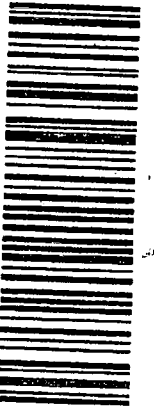
- ☒ Certified Mail
- ☐ Registered
- ☐ Insured Mail
- ☐ Express Mail
- ☒ Return Receipt for Merchandise
- ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

LEN LAW OFFICES, P.C.
WEST CORPORATE CENTER
WOODCREST ROAD
MERRY HILL, NJ 08003

VSUC 2VLD 0000 020E 2002



Hasler

\$06.750

11/07/2008

Mailed From 08003
US POSTAGE

Jeff Hockenberry Known Heir of Gloria Hockenberry
101 6th Avenue
Albion, PA 16601

RE

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:

Jeff Hodlenberry, Known
Heir of Gloria Hodlenberry
107 6th Avenue
Altoona, PA 16601

M ARGIE

2. Article Number
(Transfer from service label)

7007 3020 0000 0782 7058

PS Form 3811, February 2004

Domestic Return Receipt

08070249-1

102595-02-M-1540

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
- ☐ Registered
- ☐ Insured Mail
- ☐ Express Mail
- ☒ Return Receipt for Merchandise
- ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1766-CD

HSBC BANK USA, N.A.
vs
GLORIA HOCKENBERRY et al

SERVICE # 1 OF 1

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER

SERVE BY: 12/04/2008 HEARING: PAGE: 104905

DEFENDANT: JEFF HOCKENBERRY known heir of Gloria Hockenberry
ADDRESS: 165 LYLE LANE
COALPORT, PA 16627

ALTERNATE ADDRESS

SERVE AND LEAVE WITH POST ON PROPERTY

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 12-2-08 AT 11:09 AM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER ON JEFF HOCKENBERRY known heir of Gloria Hockenberry,
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 12-2-08 AT 11:09 AM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER FOR JEFF HOCKENBERRY known heir of Gloria Hockenberry

AT (ADDRESS) 165 Lyle Lane

Coalport, Pa 16627

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

I MAKE RETURN OF **NOT FOUND** AS TO JEFF HOCKENBERRY known heir of Gloria Hockenberry

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis
Deputy Signature

Print Deputy Name

08070249-1

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104880
NO: 08-1766-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

COPY

PLAINTIFF: HSBC BANK USA, N.A.
vs.
DEFENDANT: GLORIA HOCKENBERRY et al

SHERIFF RETURN

NOW, November 19, 2008, SHERIFF OF SOMERSET COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LARRY HOCKENBERRY known heir of Gloria Hockenberry.

NOW, November 21, 2008 AT 9:15 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LARRY HOCKENBERRY known heir of Gloria Hockenberry, DEFENDANT. THE RETURN OF SOMERSET COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104880
NO: 08-1766-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC BANK USA, N.A.
vs.
DEFENDANT: GLORIA HOCKENBERRY et al

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	UDREN	122133	10.00
SHERIFF HAWKINS	UDREN	122133	12.00
SOMERSET CO.	UDREN	122134	30.50

Sworn to Before Me This

_____ Day of _____ 2009

So Answers,



Chester A. Hawkins
Sheriff

SHERIFF'S RETURN - REGULAR

CASE NO: 2008-01766 T

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF SOMERSET

HSBC BANK USA NA

VS

LARRY HOCKENBERRY

DUSTIN M WEIR, Deputy Sheriff of Somerset County,

Pennsylvania, who being duly sworn according to law, says the
within COMPLAINT-MTG FORECLOS was served upon

HOCKENBERRY LARRY the

DEFENDANT, at 0009:15 Hour, on the 21st day of November, 2008

at SCI LAUREL HIGHLANDS 5706 GLADES PIKE

SOMERSET, PA 15501 by handing to

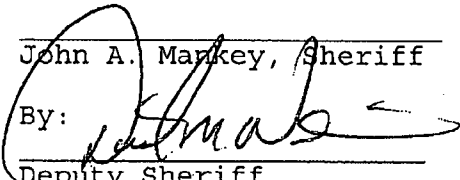
LARRY HOCKENBERRY

a true and attested copy of COMPLAINT-MTG FORECLOS.

Somerset County
Sheriff Costs.... 30.50

So Answers:

John A. Markey, Sheriff

By: 

Deputy Sheriff

Who hereby verifies that the facts set forth above are true and correct, and who acknowledges that this verification is subject to the Pennsylvania Crimes Code relating to unsworn falsification.

ATTEMPTS:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1766-CD

HSBC BANK USA, N.A.

vs

SERVICE # 1 OF 4

GLORIDA HOCKENBERRY, last record owner, JEFF HOCKENBERRY, known heir of Gloria Hockenberry
LARRY HOCKENBERRY, known heir of Gloria Hockenberry

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 10/19/2008

HEARING:

PAGE: 104682

DEFENDANT: JEFF HOCKENBERRY

ADDRESS: 165 LYLE LANE
COALPORT, PA 16627

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

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

COMPLAINT IN MORTGAGE FORECLOSURE ON JEFF HOCKENBERRY, 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 JEFF HOCKENBERRY

AT (ADDRESS) _____

NOW 10-1-08 AT 10:19 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO JEFF HOCKENBERRY

REASON UNABLE TO LOCATE

House Empty

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James F. Davis
Deputy Signature

James F. Davis
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1766-CD

HSBC BANK USA, N.A.

VS

SERVICE # 2 OF 4

GLORIDA HOCKENBERRY, last record owner, JEFF HOCKENBERRY, known heir of Gloria Hockenberry

LARRY HOCKENBERRY, known heir of Gloria Hockenberry

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 10/19/2008

HEARING:

PAGE: 104682

DEFENDANT: LARRY HOCKENBERRY

ADDRESS: 165 LYLE LANE
COALPORT, PA 16627

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

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

COMPLAINT IN MORTGAGE FORECLOSURE ON LARRY HOCKENBERRY, 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 LARRY HOCKENBERRY

AT (ADDRESS) _____

NOW 10-1-08 AT 10:19 (AM) PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO LARRY HOCKENBERRY

REASON UNABLE TO LOCATE House Empty

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: James E. Davis
Deputy Signature

JAMES E. DAVIS
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104682
NO: 08-1766-CD
SERVICE # 3 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC BANK USA, N.A.

VS.

DEFENDANT: GLORIDA HOCKENBERRY, last record owner, JEFF HOCKENBERRY, known heir of Glorida Hockenberry

LARRY HOCKENBERRY, known heir of Gloria Hockenberry

SHERIFF RETURN

NOW, September 30, 2008, SHERIFF OF BLAIR COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JEFF HOCKENBERRY.

NOW, October 15, 2008 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JEFF HOCKENBERRY, DEFENDANT. THE RETURN OF BLAIR COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN MARKED "NOT FOUND".

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104682
NO: 08-1766-CD
SERVICE # 4 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC BANK USA, N.A.

VS.

DEFENDANT: GLORIDA HOCKENBERRY, last record owner, JEFF HOCKENBERRY, known heir of Glorida Hockenberry

LARRY HOCKENBERRY, known heir of Gloria Hockenberry

SHERIFF RETURN

NOW, September 30, 2008, SHERIFF OF BLAIR COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LARRY HOCKENBERRY.

NOW, October 15, 2008 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LARRY HOCKENBERRY, DEFENDANT. THE RETURN OF BLAIR COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN MARKED "NOT FOUND".

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104682
NO: 08-1766-CD
SERVICES 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC BANK USA, N.A.

vs.

DEFENDANT: GLORIDA HOCKENBERRY, last record owner, JEFF HOCKENBERRY, known heir of Glorida Hockenberry

LARRY HOCKENBERRY, known heir of Gloria Hockenberry

SHERIFF RETURN

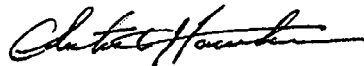
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	UDREN	120150	40.00
SHERIFF HAWKINS	UDREN	120150	60.00
BLAIR CO.	UDREN	120151	37.50

Sworn to Before Me This

_____ Day of _____ 2009

So Answers,



Chester A. Hawkins
Sheriff

DATE RECEIVED

See Remarks

DATE PROCESSED

SHERIFF'S DEPARTMENTBLAIR COUNTY, PENNSYLVANIA
COURTHOUSE, HOLLIDAYSBURG, PA. 16648

1-2

**SHERIFF SERVICE
PROCESS RECEIPT, and AFFIDAVIT OF RETURN****INSTRUCTIONS:**

Print legibly, insuring readability of all copies.

Do not detach any copies. BCSD ENV. #

1. PLAINTIFF / S /		2. COURT NUMBER	
HSCB BANK LISA		208-1716-02 / 61177-08	
3. DEFENDANT / S /		4. TYPE OF WRIT OR COMPLAINT	
Jeff Hacker et al		Mortgage Foreclosure	
SERVE  AT	5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD.		
	Jeff Hacker et al		
6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)			
107 10th Avenue, Altoona, PA 16601			
7. INDICATE UNUSUAL SERVICE: ☒ PERSONAL ☒ PERSON IN CHARGE ☐ DEPUTIZE ☐ CERT. MAIL ☐ REGISTERED MAIL ☐ POSTED ☐ OTHER			
NOW, _____, I, SHERIFF OF BLAIR COUNTY, PA., do hereby deputize the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.			
8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:			
SHERIFF OF BLAIR COUNTY			

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN — Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. SIGNATURE of ATTORNEY or other ORIGINATOR requesting service on behalf of:	10. TELEPHONE NUMBER	11. DATE
Wade Law Offices Deputized by Blair County	856.067 5400	
☒ PLAINTIFF ☐ DEFENDANT		

SPACE BELOW FOR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE

12. I acknowledge receipt of the writ or complaint as indicated above.		SIGNATURE of Authorized BCSD Deputy or Clerk and Title		13. Date Received		14. Expiration/Hearing date										
		K. Schaefer		10-1-08		10-15-08										
15. I hereby CERTIFY and RETURN that I ☐ have personally served, ☐ have served person in charge, ☐ have legal evidence of service as shown in "Remarks" (on reverse) ☐ have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by hand in/or Posting a TRUE and ATTESTED COPY thereof.																
16. ☒ I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)																
17. Name and title of individual served				18. A person of suitable age and discretion then residing in the defendant's usual place of abode ☐		Read Order ☐										
19. Address of where served (complete only if different than shown above): (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)				20. Date of Service		21. Time										
22. ATTEMPTS	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	
1	10/1/08		C.E. KIRK	10/1/08			10/1/08			10/1/08			10/1/08			
23. Advance Costs		24		25		26		27. Total Costs		28. COST DUE OR REFUND						
10.00		13.674		97.50		10.00		37.50		112.50						

30. REMARKS

Vacant lot

SO ANSWER.

AFFIRMED and subscribed to before me this _____

day of _____

NOTARY PUBLIC

By (Sheriff/Dep. Sheriff) (Please Print or Type)

Signature of Sheriff

Date

Date

SHERIFF OF BLAIR COUNTY

MY COMMISSION EXPIRES

I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED ISSUING AUTHORITY AND TITLE.

39. Date Received

DATE RECEIVED

See Remarks

DATE PROCESSED

SHERIFF'S DEPARTMENT

BLAIR COUNTY, PENNSYLVANIA
COURTHOUSE, HOLLIDAYSBURG, PA. 16648

2-2

SHERIFF SERVICE
PROCESS RECEIPT, and AFFIDAVIT OF RETURN

INSTRUCTIONS:

Print legibly, insuring readability of all copies.

Do not detach any copies. BCSO ENV.#

1. PLAINTIFF / S /	H-3C PARKER WA	2. COURT NUMBER	08-1706-CD/61775-01
3. DEFENDANT / S /	Jeff Hockenberry et al	4. TYPE OF WRIT OR COMPLAINT	Invitation for closure
SERVE AT	5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD.		
	6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)		
	107 10th Avenue, Altoona PA 16601		
7. INDICATE UNUSUAL SERVICE:	☒ PERSONAL ☒ PERSON IN CHARGE ☐ DEPUTIZE ☐ CERT. MAIL ☐ REGISTERED MAIL ☐ POSTED ☐ OTHER		

NOW, _____, I, SHERIFF OF BLAIR COUNTY, PA., do hereby deputize the Sheriff of
County to execute this Writ and make return thereof according
to law. This deputation being made at the request and risk of the plaintiff.

SHERIFF OF BLAIR COUNTY

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN — Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriffs' sale thereof.

9. SIGNATURE of ATTORNEY or other ORIGINATOR requesting service on behalf of:	10. TELEPHONE NUMBER	11. DATE
☐ PLAINTIFF ☐ DEFENDANT		
SPACE BELOW FOR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE		
12. I acknowledge receipt of the writ or complaint as indicated above.	SIGNATURE of Authorized BCSO Deputy or Clerk and Title	13. Date Received
	D. Schone	10-1-08
15. I hereby CERTIFY and RETURN that I ☐ have personally served, ☐ have served person in charge, ☐ have legal evidence of service as shown in "Remarks" (on reverse)	14. Expiration/Hearing date	
☐ have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by handing/or Posting a TRUE and ATTESTED COPY thereof.	10-17-08	
15. ☒ I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)		
17. Name and title of individual served	18. A person of suitable age and discretion then residing in the defendant's usual place of abode.	Read Order
	☐	☐
19. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)	20. Date of Service	21. Time
22. ATTEMPTS	Date	Miles
1	10/1/08	10
23. Advance Costs	24.	25.
26.	27. Total Costs	28. COST DUE OR REFUND

30. REMARKS

Vacant lot

SO ANSWER.

AFFIRMED and subscribed to before me this _____

By (Sheriff/Dep. Sheriff) (Please Print or Type)

Date

day of _____

Signature of Sheriff

Date

NOTARY PUBLIC

SHERIFF OF BLAIR COUNTY

MY COMMISSION EXPIRES

I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED ISSUING AUTHORITY AND TITLE.

39. Date Received

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
856-669-5400
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

HSBC Bank USA, N.A.
Plaintiff

v.

Gloria Hockenberry, Last Record Owner
Jeff Hockenberry, Known Heir of Gloria
Hockenberry
Larry Hockenberry, Known Heir of Gloria
Hockenberry
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 2008-1766-CD

TO: Larry Hockenberry, Known Heir of Gloria Hockenberry
Inmate # GD3323
SCI Laurel Highlands
5706 Glades Pike
Somerset, PA 15501

Date of Notice: April 30, 2009

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.

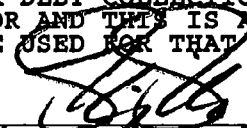
LAWYER REFERRAL SERVICE
David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x 5982

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 x 5982

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

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
856-669-5400
pleadings@udren.com

HSBC Bank USA, N.A.
Plaintiff

v.

Gloria Hockenberry, Last Record Owner
Jeff Hockenberry, Known Heir of Gloria
Hockenberry
Larry Hockenberry, Known Heir of Gloria
Hockenberry
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 2008-1766-CD

TO: Jeff Hockenberry, Known Heir of Gloria Hockenberry
107 6th Avenue
Altoona, PA 16601

Date of Notice: April 30, 2009

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.

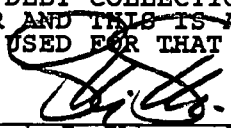
LAWYER REFERRAL SERVICE
David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x 5982

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 x 5982

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
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
LOUIS A. SIMONI, ESQUIRE - ID #200869
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003
856-669-5400
pleadings@udren.com

HSBC Bank USA, N.A.
Plaintiff

v.

Gloria Hockenberry, Last Record Owner
Jeff Hockenberry, Known Heir of Gloria
Hockenberry
Larry Hockenberry, Known Heir of Gloria
Hockenberry
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 2008-1766-CD

TO: Jeff Hockenberry, Known Heir of Gloria Hockenberry
165 Lyle Lane
Coalport, PA 16627

Date of Notice: April 30, 2009

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.

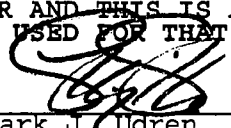
LAWYER REFERRAL SERVICE
David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x 5982

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 x 5982

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.
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
856-669-5400
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

HSBC Bank USA, N.A.
Plaintiff

v.

Gloria Hockenberry, Last Record Owner
Jeff Hockenberry, Known Heir of Gloria
Hockenberry
Larry Hockenberry, Known Heir of Gloria
Hockenberry
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 2008-1766-CD

TO: Gloria Hockenberry, Last Record Owner
107 6th Avenue
Altoona, PA 16601

Date of Notice: April 30, 2009

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.

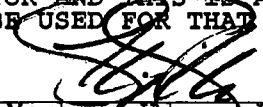
LAWYER REFERRAL SERVICE
David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x 5982

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 x 5982

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
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
LOUIS A. SIMONI, ESQUIRE - ID #200869
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003
856-669-5400
pleadings@udren.com

HSBC Bank USA, N.A.
Plaintiff

v.

Gloria Hockenberry, Last Record Owner
Jeff Hockenberry, Known Heir of Gloria
Hockenberry
Larry Hockenberry, Known Heir of Gloria
Hockenberry

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 2008-1766-CD

TO: Gloria Hockenberry, Last Record Owner
165 Lyle Lane
Coalport, PA 16627

Date of Notice: April 30, 2009

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.

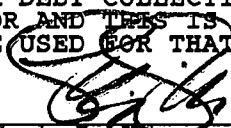
LAWYER REFERRAL SERVICE
David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x 5982

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 x 5982

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.
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
856-482-6900

ATTORNEY FOR PLAINTIFF

HSBC Bank USA, N.A.
961 Weigel Drive
Elmhurst, IL 60126
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

v.
Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
107 6th Avenue
Altoona, PA 16601
Defendant(s)

NO. 2008 1744-CD

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF New York :
COUNTY OF Erie : SS

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 Soldiers and Sailors Civil Relief Act of 1940, as amended, and that the age and last known residence and employment of each Defendant are as follows:

Defendant: Gloria Hockenberry, Last Record Owner
Age: Over 18
Residence: As captioned above
Employment: Unknown

Defendant: Jeff Hockenberry, Known Heir of Gloria Hockenberry
Age: Over 18
Residence: As captioned above
Employment: Unknown

Defendant: Larry Hockenberry, Known Heir of Gloria Hockenberry
Age: Over 18
Residence: As captioned above
Employment: Unknown

Sworn to and subscribed
before me this 9th day
of December, 2008.
Notary Public

Name: Kimberly M. Graves
Title: Vice President #13136
Company: HSBC Bank USA, N.A.

SHARI A. EARLY
Notary Public, State of New York
Qualified in Erie County
My Commission Expires August 26, 2016

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 Bank USA, N.A.
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
Defendant(s)

NO. 2008-1766-CD

TO: Gloria Hockenberry, Last Record Owner
107 6th Avenue
Altoona, PA 16601

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

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

Willie L. L. L.
BA 5/2/09

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mary J. Udren, Esquire

At this telephone number: 856-669-5400

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 Bank USA, N.A.
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
Defendant(s)

NO. 2008-1766-CD

TO: Gloria Hockenberry, Last Record Owner
165 Lyle Lane
Coalport, PA 16627

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.

 X Judgment by Default
 Money Judgment
 Judgment in Replevin
 Judgment for Possession
 Judgment on Award of Arbitration
 Judgment on Verdict
 Judgment on Court Findings

Prothonotary

Willie L. Shaw 5/12/09

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mary J. Udren, Esquire

At this telephone number: 856-669-5400

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 Bank USA, N.A.
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
Defendant(s)

NO. 2008-1766-CD

TO: Jeff Hockenberry, Known Heir of Gloria Hockenberry
165 Lyle Lane
Coalport, PA 16627

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.

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

Prothonotary

Willie L. H. 5/12/09

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mary J. Udren, Esquire

At this telephone number: 856-669-5400

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
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

COPY

HSBC Bank USA, N.A.
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
Defendant(s)

NO. 2008-1766-CD

TO: Jeff Hockenberry, Known Heir of Gloria Hockenberry
107 6th Avenue
Altoona, PA 16601

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.

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

Prothonotary

William L. Shanahan 5/12/09

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mary J. Udren, Esquire

At this telephone number: 856-669-5400

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 Bank USA, N.A.
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
Defendant(s)

NO. 2008-1766-CD

TO: Larry Hockenberry, Known Heir of Gloria Hockenberry
Inmate # GD 3323
SCI Laurel Highlands
5706 Glades Pike
Somerset, PA 15501

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.

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

Prothonotary

Willie L. Shalca

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mary J. Udren, Esquire

At this telephone number: 856-669-5400

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 Bank USA, N.A.
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 2008-1766-CD

Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
Defendant(s)

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Please issue Writ of Execution in the above matter:

Amount due \$62,147.58

Interest From 5/13/09
to Date of Sale _____
Ongoing Per Diem of \$10.00
to actual date of sale including if sale is
held at a later date

(Costs to be added) \$ 149.00 Prothonotary costs

⁵
FILED
m/12:42
MAY 12 2009

William A. Shaw
Prothonotary/Clerk of Courts

Atty pd. 20.00
1cc @ 6 writs w/ prop.
desc. to Sheriff

UDREN LAW OFFICES, P.C.

BY: [Signature]
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 Bank USA, N.A.
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
Defendant(s)

NO. 2008-1766-CD

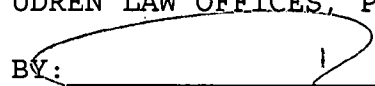
C E R T I F I C A T E

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.

BV: 
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 Bank USA, N.A.
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
Defendant(s)

NO. 2008-1766-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

HSBC Bank USA, N.A., Plaintiff in the above action, by its attorney, Mary 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: 165 Lyle Lane, Coalport, PA 16627

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

Gloria Hockenberry, 165 Lyle Lane
Last Record Owner Coalport, PA 16627

107 6th Avenue
Altoona, PA 16601

Jeff Hockenberry, 107 6th Avenue
Known Heir of Altoona, PA 16601
Gloria Hockenberry

165 Lyle Lane
Coalport, PA 16627

Larry Hockenberry, SCI Laurel Highlands
Known Heir of Inmate # GD 3323
Gloria Hockenberry 5706 Glades Pike,
Somerset, PA 15501

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 Bank USA, N.A.	961 Weigel Drive 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	165 Lyle Lane Coalport, PA 16627

Unknown Heirs of Gloria Hockenberry, Last Rcord Owner	165 Lyle Lane Coalport, PA 16627

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: May 12, 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

COPY

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 Bank USA, N.A.
Plaintiff

v.

Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 2008-1766-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:

165 Lyle Lane
Coalport, PA 16627
SEE LEGAL DESCRIPTION ATTACHED

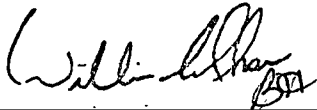
Amount due \$62,147.58

Interest From 5/13/09
to Date of Sale _____
Ongoing Per Diem of \$10.00
to actual date of sale including if sale is
held at a later date

(Costs to be added)

\$ 149.00 Prothonotary costs
Prothonotary

By



Clerk

Date

5/12/09

COURT OF COMMON PLEAS
NO. 2008-1766-CD

=====

HSBC Bank USA, N.A.

vs.

Gloria Hockenberry, Last Record Owner
Jeff Hockenberry, Known Heir of Gloria Hockenberry
Larry Hockenberry, Known Heir of Gloria Hockenberry

=====

WRIT OF EXECUTION

=====

REAL DEBT \$ 62,147.58

INTEREST \$ _____

from 5/13/09

to Date of Sale _____

Ongoing Per Diem of \$10.00

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

COSTS PAID:

PROTHY \$ 149.00

SHERIFF \$ _____

STATUTORY \$ _____

COSTS DUE PROTHY. \$ _____

PREMISES TO BE SOLD:

165 Lyle Lane
Coalport, PA 16627

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 lot or parcel of ground situate in the Township of Beccaria, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows:

Having the Tax Map No. 101-H18-675-2 as found in the records of the Assessment Office of Clearfield County, Pennsylvania and being assessed as 2 Houses & 1.5 acres.

BEING KNOWN AS: 165 LYLE LANE, COALPORT, PA 16627

PROPERTY ID NO.: 101-H18-675-00002 CONTROL# 101-013870

TITLE TO SAID PREMISES IS VESTED IN GLORIA HOCKENBERRY AND RONALD HOCKENBERRY, HER HUSBAND, AS TENANTS BY THE ENTIRETIES BY DEED FROM JOHN GILL, HUSBAND OF DARRELL SAMPLE GILL, SHARANNE WODA AND JERRY WODA, HER HUSBAND, JOHN PETRUSKY AND DOROTHY PETRUSKY, HIS WIFE, MACK DAVID, A WIDOWER, BONNIE THRASHER AND JAMES THRASHER, HER HUSBAND, EDITH YOUNGKIN, A WIDOW, DONALD YOUNGKIN AND IRMA YOUNGKIN, HIS WIFE, HELEN JASPER, A WIDOW, SHIRLEY NOEL AND BERNARD NOEL, HER HUSBAND, PATRICIA JURAN, A SINGLE INDIVIDUAL, JEAN BYRD A SINGLE INDIVIDUAL, BEVERLY LARSEN AND GILBERT LARSEN, HER HUSBAND, GLORIA HOCKENBERRY AND RONALD HOCKENBERRY, HER HUSBAND, SANDRA ADAMS AND RAYMOND ADAMS, HER HUSBAND, DICK YOUNGKIN, A SINGLE INDIVIDUAL, AND DEON YOUNGKIN A SINGLE INDIVIDUAL DATED 2/16/1999 RECORDED 6/22/1999 INSTRUMENT NO. 199910374.

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 Bank USA, N.A.
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
Defendant(s)

NO. 2008-1766-CD

PRAECIPE TO SUBSTITUTE VERIFICATION

TO THE PROTHONOTARY:

Kindly substitute the attached Verification for the
Verification attached to the Complaint in Mortgage Foreclosure with
regard to the captioned matter.

DATED: May 12, 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
MAY 12 2009
60

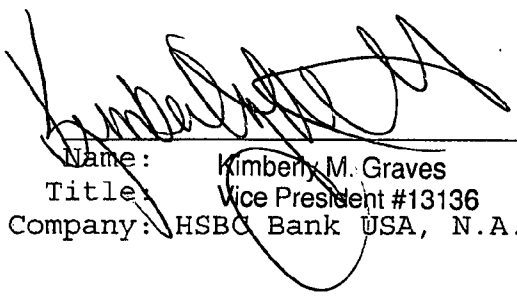
William A. Shaw
Prothonotary/Clerk of Courts

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

The undersigned, an officer of the Corporation which is the Plaintiff in the foregoing Complaint or an officer of the Corporation which is the servicing agent of Plaintiff, and being authorized to make this verification on behalf of the Plaintiff, hereby verifies that the facts set forth in the foregoing Complaint are taken from records maintained by Plaintiff in the ordinary course of business and that those facts are true and correct to the best of the knowledge, information and belief of the undersigned.

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

Date: 12-9-08


Name: Kimberly M. Graves
Title: Vice President #13136
Company: HSBC Bank USA, N.A.

Gloria Hockenberry, Last Record Owner
Jeff Hockenberry, Known Heir of Gloria Hockenberry
Larry Hockenberry, Known Heir of Gloria Hockenberry
Loan #4554420
MJU #08070249-1

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
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
LOUIS A. SIMONI, ESQUIRE - ID #200869
ADAM L. KAYES, ESQUIRE - ID #86408
MARGUERITE L. THOMAS, ESQUIRE - ID #204460
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400 pleadings@udren.com

HSBC Bank USA, N.A.
961 Weigel Drive
Elmhurst, IL 60126
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
107 6th Avenue
Altoona, PA 16601
165 Lyle Lane
Coalport, PA 16627

NO. 2008-1766-CD

Defendant(s)

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: 6/4/09

Jeff Hockenberry, Known Heir of Gloria Hockenberry
107 6th Avenue
Altoona, PA 16601
and
165 Lyle Lane
Coalport, PA 16627

5 FILED NO CC
M112:4040
JUN 17 2009
William A. Shaw
Prothonotary/Clerk of Courts

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: June 12, 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

LOUIS A. SIMONI, ESQUIRE

ADAM L. KAYES, ESQUIRE

MARGUERITE L. THOMAS, ESQUIRE

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:

Jeff Hockenberry, Known Heir of Gloria Hockenberry
107 6th Avenue
Altoona, PA 16601

2. Article Number
(Transfer from service label)

7009 0080 0000 4370 6453

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

AW OFFICES, P.C.
CORPORATE CENTER
DDCREST ROAD
HILL, NJ 08003

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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

Hockenberry, Jeff Hockenberry, Known Heir of Gloria

Postage	\$ 44	Postmark Here
Certified Fee	2.80	
Return Receipt Fee (Endorsement Required)	2.30	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

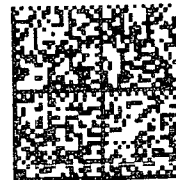
Sent To
Jeff Hockenberry, Known Heir of Gloria
Hockenberry
107 6th Avenue
Altoona, PA 16601

PS Form 3800, August 2006 See Reverse for Instructions

7009 0000 0000 4370 453
7009 0000 0000 0800 6002

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

CERTIFIED MAILTM



Hasler
016H26519216
\$05.540
06/04/2009
Mailed From 08003
US POSTAGE

NOTICE OF SHERIFF'S SALE OF RE

TO: Jeff Hockenberry, Known Heir of Glori
107 6th Avenue
Altoona, PA 16601

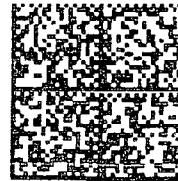
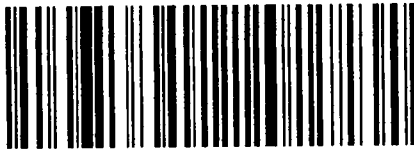
W OFFICES, P.C.
CORPORATE CENTER
DOCREST ROAD
HILL, NJ 08003

U.S. Postal Service CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
HOCKENBERRY, JEFF HIR	
Postage	\$.44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark Here	
Sent To: Jeff Hockenberry, Known Heir of Gloria Hockenberry 165 Lyle Lane Coalport, PA 16627	
PS Form 3800, August 2006 See Reverse for Instructions	

0949 02E4 0000 0800 6002
0949 02E4 0000 0800 6002

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

CERTIFIED MAIL™



Hasler

016H26519216
\$05.540
06/04/2009
Mailed From 08003
US POSTAGE

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: Jeff Hockenberry, Known Heir of Gloria
165 Lyle Lane
Coalport, PA 16627

House (real estate) at 165 Lyle Lane

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:

Jeff Hockenberry, Known Heir of Gloria Hockenberry
165 Lyle Lane
Coalport, PA 16627

2. Article Number

(Transfer from service label)

7009 0080 0000 4370 6460

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

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
ADAM L. KAYES, ESQUIRE - ID #86408
MARGUERITE L. THOMAS, ESQUIRE - ID #204460
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

⁵ FILED *no cc*
M 12:46 PM
JUL 13 2009
William A. Shaw
Prothonotary/Clerk of Courts

HSBC Bank USA, N.A.
961 Weigel Drive
Elmhurst, IL 60126
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

Gloria Hockenberry, Last Record Owner
Jeff Hockenberry, Known Heir of Gloria
Hockenberry
Larry Hockenberry, Known Heir of Gloria
Hockenberry
165 Lyle Lane
Coalport, PA 16627
Defendant(s)

NO. 2008-1766-CD

AFFIDAVIT OF SERVICE PURSUANT TO Pa.R.C.P. RULE 3129.1

Plaintiff, by its/his/her Attorney hereby verifies that:

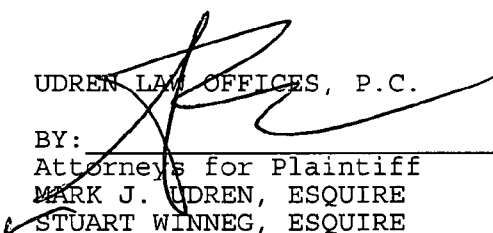
1. A copy of the Notice of Sheriff's Sale, a true and correct copy of which is attached hereto as Exhibit "A", was sent to every recorded lienholder and every other interested party known as of the date of the filing of the Praecipe for the Writ of Execution, on the date(s) appearing on the attached Certificates of Mailing.
2. A Notice of Sheriff's Sale was sent to Defendant(s) by regular mail and certified mail on the date appearing on the attached Return Receipt, which was signed for by Defendant(s) on the date specified on the said Return Receipt. Copies of the said Notice and Return Receipt are attached hereto as Exhibit "B".
3. If a Return Receipt is not attached hereto, then service was by personal service on the date specified on the attached Return of Service, attached hereto as Exhibit "B".
4. If service was by Order of Court, then proof of compliance with said Order is attached hereto as Exhibit "B".

All Notices were served within the time limits set forth by Pa Rule C.P. 3129.

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

Dated: June 15, 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

LOUIS A. SIMONI, ESQUIRE

ADAM L. KAYES, ESQUIRE

MARGUERITE L. THOMAS, 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

LOUIS A. SIMONI, ESQUIRE - ID #200869

ADAM L. KAYES, ESQUIRE - ID #86408

MARGUERITE L. THOMAS, ESQUIRE - ID #204460

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

pleadings@udren.com

HSBC Bank USA, N.A.

Plaintiff

v.

COURT OF COMMON PLEAS

CIVIL DIVISION

Clearfield County

MORTGAGE FORECLOSURE

NO. 2008-1766-CD

Gloria Hockenberry, Last
Record Owner

Jeff Hockenberry, Known Heir
of Gloria Hockenberry

Larry Hockenberry, Known Heir
of Gloria Hockenberry

Defendant(s)

AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1

HSBC Bank USA, N.A., Plaintiff in the above action, by its attorney, Mary J. Udren, ESQ., sets forth as of the date the Praeipce for the Writ of Execution was filed the following information concerning the real property located at: 165 Lyle Lane, Coalport, PA 16627

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

Gloria Hockenberry,
Last Record Owner

165 Lyle Lane
Coalport, PA 16627

107 6th Avenue
Altoona, PA 16601

Jeff Hockenberry,
Known Heir of
Gloria Hockenberry

107 6th Avenue
Altoona, PA 16601

165 Lyle Lane
Coalport, PA 16627

Larry Hockenberry,
Known Heir of
Gloria Hockenberry

SCI Laurel Highlands
Inmate # GD 3323
5706 Glades Pike,
Somerset, PA 15501

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 Bank USA, N.A.	961 Weigel Drive 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

Commonwealth of PA	Bureau of Individual Tax Inheritance Tax Division, 6 th Fl Strawberry Square, Dept. 280601 Harrisburg, PA 17128

Internal Revenue Service	Special Procedures Branch Federated Investors Tower 1001 Liberty Avenue, 13 th Fl., Suite 1300, Pittsburgh, PA 15222

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

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

165 Lyle Lane
Coalport, PA 16627

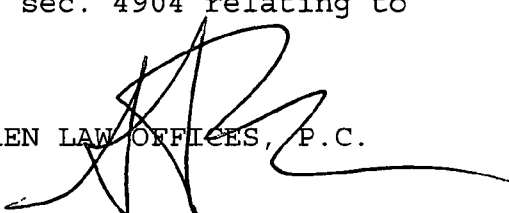
Unknown Heirs of
Gloria Hockenberry,
Last Record Owner

165 Lyle Lane
Coalport, PA 16627

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: June 15, 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

LOUIS A. SIMONI, ESQUIRE

ADAM L. KAYES, ESQUIRE

MARGUERITE L. THOMAS, ESQUIRE

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 Bank USA, N.A.
Plaintiff

v.

Gloria Hockenberry, Last Record Owner
Jeff Hockenberry, Known Heir of Gloria
Hockenberry
Larry Hockenberry, Known Heir of Gloria
Hockenberry
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 2008-1766-CD

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

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

OWNER(S): Gloria Hockenberry, Last Record Owner
Jeff Hockenberry, Known Heir of Gloria Hockenberry
Larry Hockenberry, Known Heir of Gloria Hockenberry

PROPERTY: 165 Lyle Lane
Coalport, PA 16627

Improvements: RESIDENTIAL DWELLING

The above captioned property is scheduled to be sold at the Clearfield County Sheriff's Sale on August 7, 2009 at 10:00 A.M., at the Clearfield County Courthouse, 1 North Second Street, Suite 116, Clearfield, PA 16830. Our records indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

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

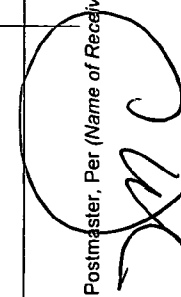
EXHIBIT A

Name and Address of Sender		UDREN LAW OFFICES, P.C. 111 WOODCREST ROAD, SUITE 200 CHERRY HILL, NJ 08003 ATTN: Danielle Devlin		☐ Registered ☐ Insured ☐ COD ☐ Certified		☐ Return Receipt for Merchandise ☐ Int'l Recorded Del. ☐ Express Mail		Check appropriate block for Registered Mail: ☐ With Postal Insurance ☐ 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		COMMONWEALTH OF PA, DEPT. OF REVENUE, BUREAU OF COMPLIANCE PO Box 281230, Department of Revenue Harrisburg, PA 17128-1230											
2		TENANTS/OCCUPANTS 165 Lyle Lane Coalport, PA 16627											
3		HSBC Bank USA, N.A. 961 Weigel Drive Elmhurst, IL 60126											
4		Real Estate Tax Dept. 1 North Second St., Suite 116 Clearfield, PA 16830											
5		Domestic Relations Section 1 North Second St., Suite 116 Clearfield, PA 16830											
6													
7													
8													
9													
10													
11													

016H26519218 \$04.290
 06/05/2009
 Mailed From 08003
 US POSTAGE

Hasler



Total number of Pieces Listed by Sender: 5
 Total Number of Pieces Received at Post Office: 5
 Postmaster, Per (Name of Receiving Employee): 

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.

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

PS Form 3877, February 1994

Gloria Hockenberry, Last Record Owner
 Jeff Hockenberry, Known Heir of Gloria Hockenberry
 Larry Hockenberry, Known Heir of Gloria Hockenberry; #08070249-1 (Clearfield)

Name and Address of Sender		Name of Addressee, Street, and Post Office Address		☐ Registered ☐ Insured ☐ COD ☐ Certified		☐ Return Receipt for Merchandise ☐ Int'l Recorded Del. ☐ Express Mail		Check appropriate block for Registered Mail: ☐ With Postal Insurance ☐ 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			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		Bureau of Individual Tax Inheritance Tax Division, 6th Fl. Strawberry Square, Dept. 280601 Harrisburg, PA 17128												
2		Internal Revenue Service Special Procedures Branch Federated Investors Towers 1001 Liberty Avenue, 13th Fl., Suite 1300 Pittsburgh, PA 15222												
3		TPL Casualty Unit Estate Recovery Program P.O. Box 8486, Willow Oak Building Harrisburg, PA 17105-8486												
4														
5														
6														
7														
8														
9														
10														

016H26519216
 \$03.450
 06/04/2003
 Mailed From 08003
 Hasler

Total number of Pieces Listed by Sender: 3
 Total Number of Pieces Received at Post Office: 3
 Postmaster, Per (Name of Receiving Office): *QR*

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

Gloria Hockenberry, Last Record Owner
 Jeff Hockenberry, Known Heir of Gloria Hockenberry
 Larry Hockenberry, Known Heir of Gloria Hockenberry: #08070249-1 (Clearfield)

W OFFICES, P.C.
CORPORATE CENTER
DDCREST ROAD
HILL, NJ 08003

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

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

08075849C1 ALBANY

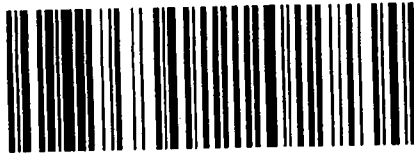
Postage	\$ 2.80
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark Here

Sent to
Internal Revenue Service
Special Procedures Branch
Federated Investors Tower
1001 Liberty Avenue, 13th Fl., Suite 1300
Pittsburgh, PA 15222

PS Form 3800, August 2006 See Reverse for Instructions

7000 0800 0000 02EH 4273
7000 0800 0000 02EH 4273



CERTIFIED MAIL TM

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

Internal Revenue Service
Special Procedures Branch
Federated Investors Tower
1001 Liberty Avenue, 13th Fl., Suite 1300
Pittsburgh, PA 15222



Hasler

016H26519216
\$05.54
06/22/2009
Mailed From 08003
US POSTAGE

EXHIBIT A

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:

Internal Revenue Service
Special Procedures Branch
Federated Investors Tower
1001 Liberty Avenue, 13th Fl., Suite 1300
Pittsburgh, PA 15222

2. Article Number
(Transfer from service label)

7009 0080 0000 4370 7344

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

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

ADAM L. KAYES, ESQUIRE - ID #86408

MARGUERITE L. THOMAS, ESQUIRE - ID #204460

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

HSBC Bank USA, N.A.

961 Weigel Drive

Elmhurst, IL 60126

Plaintiff

COURT OF COMMON PLEAS

CIVIL DIVISION

Clearfield County

v.

NO. 2008-1766-CD

Gloria Hockenberry, Last Record Owner

Jeff Hockenberry, Known Heir of

Gloria Hockenberry

Larry Hockenberry, Known Heir of

Gloria Hockenberry

165 Lyle Lane

Coalport, PA 16627

Defendant(s)

PRAECIPE TO FILE PROOF OF SERVICE

TO THE PROTHONOTARY:

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

Date: June 12, 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

LOUIS A. SIMONI, ESQUIRE

ADAM L. KAYES, ESQUIRE

MARGUERITE L. THOMAS, ESQUIRE

EXHIBIT B

HSBC Bank USA, Inc., et. al., Plaintiff(s)
vs.
Gloria Hockenberry, 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 #: 097137-0001

AFFIDAVIT OF SERVICE -- Individual

UDREN LAW OFFICES
Ms. Danielle Devlin
111 Woodcrest Rd, Ste 200
Cherry Hill, NJ 08003-3620

Service of Process on:
-Larry Hockenberry, Known Heir of Gloria Hockenberry-
Court Case No. 2008-1766-CD

State of: Pennsylvania ss.

County of: Bair

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 10th day of June, 2009, at 11:46 o'clock A.M

Place of Service: at SCI Laurel Highlands - 5706 Glades Pike in Somerset, PA 15501

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

Service of Process on: A true and correct copy of the aforesaid document(s) was served on:
Larry Hockenberry, Known Heir of Gloria Hockenberry

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
Larry Hockenberry, Known Heir of Gloria Hockenberry
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 M; Skin Color W; Hair Color Blonde; Facial Hair None
Approx. Age 46; Approx. Height 6'02"; Approx. Weight 215

☒ 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

11th day of June, 2009

Marilyn A. Campbell
Notary Public (Commission Expires)

12-6-11

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

EXHIBIT B

HSBC Bank USA, Inc., et. al., Plaintiff(s)
vs.
Gloria Hockenberry, 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 #: 697137 0601

AFFIDAVIT OF SERVICE -- Individual

UDREN LAW OFFICES
Ms. Danielle Devlin
111 Woodcrest Rd, Ste 200
Cherry Hill, NJ 08003-3620

Service of Process on:

--Gloria Hockenberry, by posting
Court Case No. 2008-1766-CD

State of: PA ss.

County of: BLAIR

Name of Server: D.M. ELLIS, 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 7th day of JUNE, 20 09, at 10:15 o'clock AM,

Place of Service: at 165 Lyle Lane, in Coalport, PA 16627

Documents Served: the undersigned served the documents described as:

Notice of Sheriff's Sale of Real Property and Order

Service of Process on: ☒ A true and correct copy of the aforesaid document(s) was served on:
Gloria Hockenberry, 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
Gloria Hockenberry, 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.

D.M. Ellis
Signature of Server

APS International, Ltd..

Subscribed and sworn to before me this

8th day of JUNE, 20 09

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

EXHIBIT B

59

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

BY: MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE GAZZARA 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

HSBC Bank USA, N.A.

Plaintiff

v.

Gloria Hockenberry, Last Record Owner

Jeff Hockenberry, Known Heir of Gloria

Hockenberry

Larry Hockenberry, Known Heir of Gloria

Hockenberry

Defendants

COURT OF COMMON PLEAS

CIVIL DIVISION

Clearfield County

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

NO. 2008-1766-CD

OCT 23 2008

Attest

[Signature]
Prothonotary
Clearfield County

ORDER

AND NOW, this 23rd Day of October, 2008, upon consideration of Plaintiff's Motion For Service Pursuant To Special Order Of Court, and any response thereto, it is hereby **ORDERED AND DECREED** that Service of the Complaint In Mortgage Foreclosure on Gloria Hockenberry, Last Record Owner, and upon any and all "Unknown Heirs" of Gloria Hockenberry, Last Record Owner, shall be complete when Plaintiff or its counsel or agent has published in accordance with Pa.R.C.P. 430(b)(1) a Notice of the action once in the local legal publication and once in a newspaper of general circulation within the County; and, pursuant to Pa.R.C.P. 430, service of all subsequent pleadings, including, inter alia, the Notice of Sheriff's Sale upon the Last Record Owner and the "Unknown Heirs" that require personal service on each Defendant shall be complete when the Sheriff, competent adult, constable, or other appropriate party has posted only, a copy of said subsequent pleadings and/or Notice on the most public part of the property located at: 165 Lyle Lane, Coalport, PA 16627, which is the subject matter of this action in mortgage foreclosure.

BY THE COURT:

[Signature]
J.

HSBC Bank USA, Inc., et. al., Plaintiff(s)
vs.
Gloria Hockenberry, 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 #: 097137.0091

AFFIDAVIT OF SERVICE -- Individual

UDKIN LAW OFFICES
Ms. Danielle Devlin
111 Woodcrest Rd, Ste 200
Cherry Hill NJ 08003-3620

Service of Process on:

-Any and All Unknown Heirs of, Gloria Hockenberry by
posting
Court Case No. 2008-1766-CD

State of: PA) ss.

County of: BLAIR)

Name of Server: D.M. ELLIS, undersigned, being duly sworn, deposes and says
that at the time of service, she was of legal age and was not a party to this action:

Date/Time of Service: that on the 7th day of June, 20 09, at 10:15 o'clock AM

Place of Service: at 165 Lyle Lane, in Coalport, PA 16627

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

Service of Process on: ☒ A true and correct copy of the aforesaid document(s) was served on:

Any and All Unknown Heirs of, Gloria Hockenberry 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
Any and All Unknown Heirs of, Gloria Hockenberry 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.

Dm Ellis

Signature of Server

APS International, Ltd.

Subscribed and sworn to before me this

8th day of June, 20 09

Martyn A. Campbell

Notary Public

(Commission Expires)

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Martyn A. Campbell, Notary Public
City Of Altoona, Blair County
My Commission Expires Dec. 6, 2011

Member, Pennsylvania Association of Notaries

EXHIBIT B

HSBC Bank USA, Inc., et. al., Plaintiff(s)
vs.
Gloria Hockenberry, 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 #: 097137-0001

AFFIDAVIT OF SERVICE – Individual

Service of Process on:

– Jeff Hockenberry, by posting (2 copies)
Court Case No. 2008-1766-CD

UDREN LAW OFFICES
Ms. Danielle Devlin
111 Woodcrest Rd, Ste 200
Cherry Hill, NJ 08003-3620

State of: PA ss.
County of: BLAIR

Name of Server: D.M. Ellis, 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 7th day of June, 20 09, at 10:15 o'clock A M

Place of Service: at 165 Lyle Lane in Conshohocken, PA 19387

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

Service of Process on: A true and correct copy of the aforesaid document(s) was served on:
Jeff Hockenberry, by posting (2 copies)

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 Jeff Hockenberry, by posting (2 copies) 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.

D.M. Ellis
Signature of Server

APS International, Ltd.

Subscribed and sworn to before me this
8th day of June, 20 09
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

EXHIBIT B

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

ADAM L. KAYES, ESQUIRE - ID #86408

MARGUERITE L. THOMAS, ESQUIRE - ID #204460

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400 pleadings@udren.com

HSBC Bank USA, N.A.

961 Weigel Drive

Elmhurst, IL 60126

Plaintiff

COURT OF COMMON PLEAS

CIVIL DIVISION

Clearfield County

v.

Gloria Hockenberry, Last

Record Owner

Jeff Hockenberry, Known Heir

of Gloria Hockenberry

Larry Hockenberry, Known Heir

of Gloria Hockenberry

107 6th Avenue

Altoona, PA 16601

165 Lyle Lane

Coalport, PA 16627

NO. 2008-1766-CD

Defendant(s)

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: 6/4/09

Jeff Hockenberry, Known Heir of Gloria Hockenberry

107 6th Avenue

Altoona, PA 16601

and

165 Lyle Lane

Coalport, PA 16627

EXHIBIT B

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: June 12, 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
LOUIS A. SIMONI, ESQUIRE
ADAM L. KAYES, ESQUIRE
MARGUERITE L. THOMAS, ESQUIRE

EXHIBIT B

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

Jeff Hockenberry, Known Heir of Gloria
Hockenberry
107 6th Avenue
Altoona, PA 16601

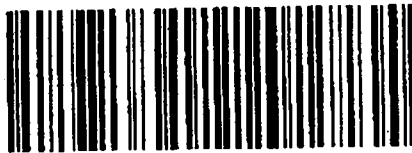
Postage \$ **4.44**
Certified Fee **2.80**
Return Receipt Fee **2.30**
Restricted Delivery Fee
Total Postage & Fees \$

Sent To Jeff Hockenberry, Known Heir of Gloria
Street, Apt. No., Hockenberry
or PO Box No. 107 6th Avenue
City, State, Zip+4 Altoona, PA 16601

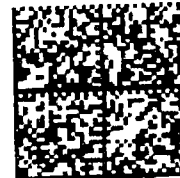
PS Form 3800, August 2006 See Reverse for instructions

2009 0000 4320 6453
 2009 0000 0800 6002

OFFICES, P.C.
 CORPORATE CENTER
 CREST ROAD
 HILL, NJ 08003



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



016H26519216
\$05.540
 06/04/2009
 Mailed From 08003
 US POSTAGE

NOTICE OF SHERIFF'S SALE OF RE

TO: Jeff Hockenberry, Known Heir of Glori
 107 6th Avenue
 Altoona, PA 16601

EXHIBIT B

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. Enclose 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:

Jeff Hockenberry, Known Heir of Gloria
Hockenberry
107 6th Avenue
Altoona, PA 16601

2. Article Number
(Transfer from service label)

7009 0080 0000 4370 6453

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

EXHIBIT B

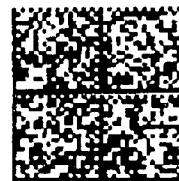
OFFICES, P.C.
 CORPORATE CENTER
 CREST ROAD
 MILL, NJ 08003

0949 0244 0000 0900 6002
 0949 0244 0000 0900 6002



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

U.S. Postal Service™ CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
165 Lyle Lane Coalport, PA 16627	
Postage	\$.44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark Here	
Sent To: Jeff Hockenberry, Known Heir of Gloria Hockenberry Street, Apt. No.: 165 Lyle Lane or PO Box No. 165 Lyle Lane City, State, ZIP+4 Coalport, PA 16627	
PS Form 3800, August 2005 See Reverse for Instructions	



Hasler
 016H26519216
\$05.540
 06/04/2009
 Mailed From 08003
 US POSTAGE

NOTICE OF DEEDS OF GRANT

TO: Jeff Hockenberry, Known Heir of Gloria
 165 Lyle Lane
 Coalport, PA 16627

house (real estate) at 165 Lyle Lane.

EXHIBIT B

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. Endorsee mailpieces "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 sink label with postage and mail.

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

PS Form 3800, August 2006 (Reverso) 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:

Jeff Hockenberry, Known Heir of Gloria Hockenberry
165 Lyle Lane
Coalport, PA 16627

2. Article Number

(Transfer from service label)

7009 0080 0000 4370 6460

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

EXHIBIT B

Address
Of Sender

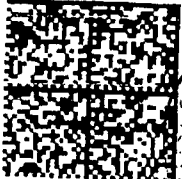
UDREN LAW OFFICES, P.C.
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003

ATTN: Danielle Devlin

Line	Article Number	Name of Addressee, Street, and Post Office Address	Registered ☐ Insured ☐ COD ☐ Certified	Postage	Fee	Return Receipt for Merchandise ☐ Int'l Recorded Del. ☐ Express Mail	Check appropriate block for Registered Mail: ☐ With Postal Insurance ☐ Without postal Insurance	Affix stamp here if issued as certificate of mailing or for additional copies of this bill.
1		Jeff Hockenberry, Known Heir of Gloria Hockenberry 107 6th Avenue Altoona, PA 16601						
2		Jeff Hockenberry, Known Heir of Gloria Hockenberry 165 Lyle Lane Coalport, PA 16627						
3								
4								
5								
6								
7								
8								
9								
10								
11								
Total number of Pieces Listed by Sender			2	Total Number of Pieces Received at Post Office		2	Postmaster, Per (Name of Re	

016H26519216 \$02.300 06/04/2009 Mailed From 08003 US POSTAGE

Hasler



STATION JUN -4 2009 CHERRY HILL NJ 08003

Full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for 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

Gloria Hockenberry, Last Record Owner
Jeff Hockenberry, Known Heir of Gloria Hockenberry
Jeff Hockenberry, Known Heir of Gloria Hockenberry: #08070249-1 (Clearfield)

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 Bank USA, N.A.
961 Weigel Drive
Elmhurst, IL 60126
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

NO. 2008-1766-CD

Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
165 Lyle Lane
Coalport, PA 16627
Defendant(s)

PRAECIPE TO FILE PROOF OF PUBLICATION

TO THE PROTHONOTARY:

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

DATE: July 8, 2009

UDREN LAW OFFICES, P.C.

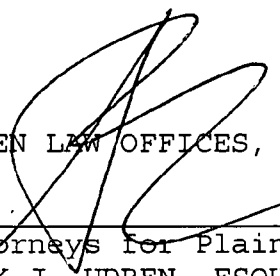
BY: 
Attorneys for Plaintiff
MARK J. UDREN, ESQUIRE
STUART WINNEG, ESQUIRE
LORRAINE DOYLE, ESQUIRE
ALAN M. MINATO, ESQUIRE
CHANDRA M. ARKEMA, ESQUIRE

EXHIBIT B

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

HSBC USA, N.A.,
Plaintiff

vs.

GLORIA HOCKENBERRY, Last Record Holder,
JEFF HOCKENBERRY, Known Heir of Gloria
Hockenberry, LARRY HOCKENBERRY, Known
Heir of Gloria Hockenberry,
Defendants

NO. 08-1766-CD

ORDER

NOW, this 27th day of October, 2008, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon the Defendant JEFF HOCKENBERRY, KNOWN HEIR OF GLORIA HOCKENBERRY by:

1. Publication one time in The Altoona Mirror (Altoona) and the Clearfield County Legal Journal;
2. By first class mail to 107 6th Avenue, Altoona, Pa and 165 Lyle Lane, Coalport, Pa 16627;
3. By certified mail, return receipt requested, to 107 6th Avenue Altoona, Pa and 165 Lyle Lane, Coalport, Pa 16627; and
4. By posting the mortgaged premises known in this herein action as 165 Lyle Lane, Coalport, PA 16627.

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

OCT 28 2008

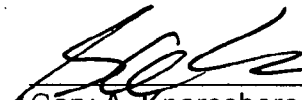
EXHIBIT B

PROOF OF PUBLICATION

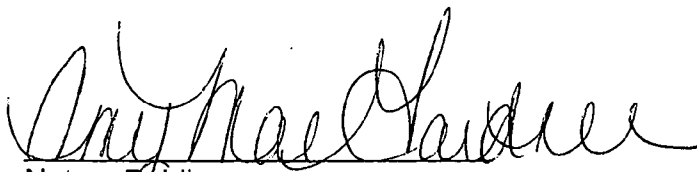
STATE OF PENNSYLVANIA :

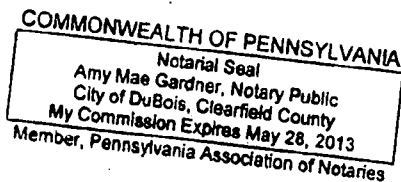
COUNTY OF CLEARFIELD :

On this 26th day of June AD 2009, before me, the subscriber and for said County and State, personally appeared Gary A. Knares Clearfield County Legal Journal of the Courts of Clearfield County, a is a true copy of the notice or advertisement published in said public issues of Week of June 26, 2009, Vol. 21, No.26. And that all of the statement as to the time, place, and character of the publication are


Gary A. Knaresboro,
Editor

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


Notary Public
My Commission Expires



Mark A. Mansfield
William J. Mansfield, Inc.
The Woods
998 Old Eagle School Road
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. 2008-1766-CD

HSBC Bank USA, N.A. 961 Weigel Drive,
Elmhurst, IL 60126, PLAINTIFF, Gloria
Hockenberry, Last Record Owner Jeff Hock-
enberry, Known Heir of Gloria Hockenberry,
Larry Hockenberry, Known Heir of Gloria
Hockenberry, 165 Lyle Lane, Coalport, PA
16627, DEFENDANT.

Notice of sale of real property
To: Jeff Hockenberry, Known Heir of Gloria
Hockenberry, DEFENDANT, 165 Lyle Lane,
Coalport, PA 16627.

Your House (real estate) at 165 Lyle Lane
Coalport, PA 16627 is scheduled to be sold
at the Sheriff's Sale on August 7, 2009 at
10:00 A.M. to enforce the court judgment of
62,147.58, obtained by Plaintiff above (the
mortgagee) against you. If the Sale is Post-
poned, the property will be relisted for the
Next Available Sale.

PROPERTY DESCRIPTION:

ALL that certain lot or parcel of ground situ-
ate in the township of Beccaria, County of
Clearfield, and Commonwealth of Pennsyl-
vania, Bounded and described as follows:
Having The Tax Map No. 101-H18-675-2 as
found in the records of the Assessment
Office of Clearfield County, Pennsylvania
and being assessed as 2 Houses & 1.5
acres.
BEING KNOWN AS: 165 LYLE LANE,
COALPORT, PA 16627
PROPERTY ID NO.: 101-H18-675-00002
CONTROL # 101-013870
TITLE TO SAID PREMISES IS VESTED IN
GLORIA HOCKENBERRY AND RONALD
HOCKENBERRY, HER HUSBAND, AS
TENANTS BY THE ENTIRETIES BY DEED
FROM JOHN GILL, HUSBAND OF DAR-
RELL SAMPLE GILL, SHARANNE WODA
AND JERRY WODA, HER HUSBAND,
JOHN PETRUSKY AND DOROTHY, HIS WIFE
MACK DAVID, A WIDOWER, BONNIE
THRASHER AND JAMES THRASHER, HER H-
BAND, EDITH YOUNGKIN, A WIDOW ONALD
YOUNGKIN AND IRMA YOUNGKIN, HIS WIFE
HELEN JASPER, A WIDOW, SHIRLEY NOEL
AND BERNARD NOEL, HER HUSBAND,
PATRICIA JURAN, A SINGLE INDIVIDUAL, JE
BYRD A SINGLE INDIVIDUAL, BEVERLY LAF
SEN AND GILBERT LARSEN, HER HUSBAND
GLORIA HOCKENBERRY AND RONALD HO-
ENBERRY, HER HUSBAND, SANDRA ADAM
AND RAYMOND ADAMS, HER HUSBAND, DI
YOUNGKIN, A SINGLE INDIVIDUAL, AND DE
YOUNGKIN A SINGLE INDIVIDUAL DATED
2/16/1999 RECORDED 6/22/1999 INSTRUME
NO. 199910374.

Mark J. Udren, Stuart Winneg,
Lorraine Doyle, Alan M. Minato and
Chandra M. Arkema, Attorneys for Plaintiff
Udren Law Offices, P.C.
111 Woodcrest Rd, Ste. 200
Cherry Hill, NJ 08003
856.482.6900

EXHIBIT B

PROOF OF PUBLICATION OF NOTICE IN ALTOONA MIRROR

STATE OF PENNSY
COUNTY OF BL

Bob Eger
Manager of the ALTOONA MIRROR
Avenue, Township of Logan, City

That said newspaper was
Day of June 1874, since which day
copy of the printed notice, hereto
edition of the daily ALTOONA MIRROR

The affiant further deposes
notice of publication and that all allegations in the foregoing statement as to time, place and character of
publication are true.

Sworn to and subscribed before me this 1 day of July, 20 09

Debra D Miller
Notary Public

My Commission expires _____

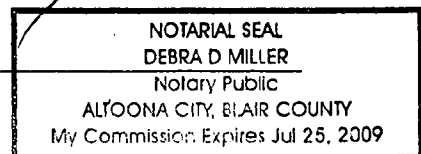


EXHIBIT B

NOTICE OF ACTION IN
MORTGAGE FORECLOSURE
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW
NO. 2008-1766-CD

HSBC Bank USA, N.A., 961 Weigel Drive, Elmhurst,
IL 60126, PLAINTIFF v. Gloria Hockenberry, Las
Record Owner, Jeff Hockenberry, Known Heir of
Gloria Hockenberry, Larry Hockenberry, Known Heir
of Gloria Hockenberry, 165 Lyle Lane, Coalport, PA
16627, DEFENDANTS

NOTICE OF SALE OF REAL PROPERTY:
To: Jeff Hockenberry, Known Heir of Gloria
Hockenberry, DEFENDANT, 165 Lyle Lane,
Coalport, PA 16627

Your house (real estate) at 165 Lyle Lane Coalport,
PA 16627 is scheduled to be sold at the Sheriff's Sale
on August 7, 2009 at 10:00 A.M. in the to enforce the
court judgment of 62,147.58, obtained by Plaintiff
above (the mortgagee) against you. If the sale is
postponed, the property will be relisted for the Next
Available Sale.

PROPERTY DESCRIPTION:
ALL that certain lot or parcel of ground situate in the
Township of Beccaria, County of Clearfield, and
Commonwealth of Pennsylvania, bounded and
described as follows: Having the Tax Map No. 101-
H18-675-2 as found in the records of the Assessment
Office of Clearfield County, Pennsylvania and being
assessed as 2 Houses & 1.5 acres.

BEING KNOWN AS: 165 LYLE LANE, COALPORT,
PA 16627

PROPERTY ID NO.: 101-H18-675-00002
CONTROL# 101-013870

TITLE TO SAID PREMISES IS VESTED IN GLORIA
HOCKENBERRY AND RONALD HOCKENBERRY,
HER HUSBAND, AS TENANTS BY THE
ENTIRETIES BY DEED FROM JOHN GILL,
HUSBAND OF DARRELL SAMPLE GILL,
SHARANNE WODA AND JERRY WODA, HER
HUSBAND, JOHN PETRUSKY AND DOROTHY
PETRUSKY, HIS WIFE, MACK DAVID, A WIDOWER,
BONNIE THRASHER AND JAMES THRASHER,
HER HUSBAND, EDITH YOUNKIN, A WIDOW,
DONALD YOUNKIN AND IRMA YOUNKIN, HIS
WIFE, HELEN JASPER, A WIDOW, SHIRLEY NOEL
AND BERNARD NOEL, HER HUSBAND, PATRICIA
JURAN, A SINGLE INDIVIDUAL, JEAN BYRD, A
SINGLE INDIVIDUAL, BEVERLY LARSEN AND
GILBERT LARSEN, HER HUSBAND, GLORIA
HOCKENBERRY AND RONALD HOCKENBERRY,
HER HUSBAND, SANDRA ADAMS AND RAYMOND
ADAMS, HER HUSBAND, DICK YOUNKIN, A
SINGLE INDIVIDUAL, AND DEON YOUNKIN, A
SINGLE INDIVIDUAL, DATED 2/19/2008.

Good Used Railroad Ties \$9 each. Approximately 1500 ties. 814-736-4281 Forage	Blue plaid accent chair, \$20. Cushioned metal bar cap, fits most 6' beds, \$49 OBO. 814-942-3135 or 814-207-0872

worn, says: That he is the Advertising
ation, published at Number 301 Cayuga
ate of Pennsylvania.

of general circulation on the Thirteenth
ed daily in the City of Altoona; that a
s printed and published in the regular
late, viz:

1 in the subject matter of the aforesaid

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 No
m12.4724 CC
JUL 13 2009 (60)

William A. Shaw
Prothonotary/Clerk of Courts

HSBC Bank USA, N.A.
961 Weigel Drive
Elmhurst, IL 60126
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 2008-1766-CD

v.
Gloria Hockenberry, Last
Record Owner
Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
165 Lyle Lane
Coalport, PA 16627
Defendant(s)

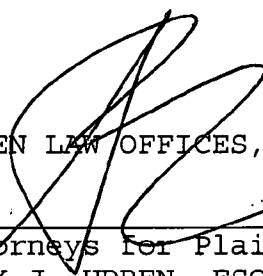
PRAECIPE TO FILE PROOF OF PUBLICATION

TO THE PROTHONOTARY:

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

DATE: July 8, 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

PROOF OF PUBLICATION OF NOTICE IN ALTOONA MIRROR

NOTICE OF ACTION IN
MORTGAGE FORECLOSURE
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW
NO. 2008-1766-CD

HSBC Bank USA, N.A., 961 Weigel Drive, Elmhurst,
IL 60126, PLAINTIFF v. Gloria Hockenberry, Las-
Record Owner, Jeff Hockenberry, Known Heir of
Gloria Hockenberry, Larry Hockenberry, Known Heir
of Gloria Hockenberry, 165 Lyle Lane, Coalport, PA
16627, DEFENDANTS

NOTICE OF SALE OF REAL PROPERTY:
To: Jeff Hockenberry, Known Heir of Gloria
Hockenberry, DEFENDANT, 165 Lyle Lane,
Coalport, PA 16627

Your house (real estate) at 165 Lyle Lane Coalport,
PA 16627 is scheduled to be sold at the Sheriff's Sale
on August 7, 2009 at 10:00 A.M. in the to enforce the
court judgment of 62,147.58, obtained by Plaintiff
above (the mortgagee) against you. If the sale is
postponed, the property will be relisted for the Next
Available Sale.

PROPERTY DESCRIPTION:

ALL that certain lot or parcel of ground situate in the
Township of Beccaria, County of Clearfield, and
Commonwealth of Pennsylvania, bounded and
described as follows: Having the Tax Map No. 101-
H18-675-2 as found in the records of the Assessment
Office of Clearfield County, Pennsylvania and being
assessed as 2 Houses & 1.5 acres.

BEING KNOWN AS: 165 LYLE LANE, COALPORT,
PA 16627

PROPERTY ID NO.: 101-H18-675-00002

CONTROL# 101-013870

TITLE TO SAID PREMISES IS VESTED IN GLORIA
HOCKENBERRY AND RONALD HOCKENBERRY,
HER HUSBAND, AS TENANTS BY THE
ENTIRETIES BY DEED FROM JOHN GILL,
HUSBAND OF DARRELL SAMPLE GILL,
SHARANNE WODA AND JERRY WODA, HER
HUSBAND, JOHN PETRUSKY AND DOROTHY
PETRUSKY, HIS WIFE, MACK DAVID, A WIDOWER,
BONNIE THRASHER AND JAMES THRASHER,
HER HUSBAND, EDITH YOUNKIN, A WIDOW,
DONALD YOUNKIN AND IRMA YOUNKIN, HIS
WIFE, HELEN JASPER, A WIDOW, SHIRLEY NOEL
AND BERNARD NOEL, HER HUSBAND, PATRICIA
JURAN, A SINGLE INDIVIDUAL, JEAN BYRD A
SINGLE INDIVIDUAL, BEVERLY LARSEN AND
GILBERT LARSEN, HER HUSBAND, GLORIA
HOCKENBERRY AND RONALD HOCKENBERRY,
HER HUSBAND, SANDRA ADAMS AND RAYMOND
ADAMS, HER HUSBAND, DICK YOUNKIN, A
SINGLE INDIVIDUAL, AND DEON YOUNKIN A
SINGLE INDIVIDUAL, DATED 2/19/1999.

Good Used Railroad Ties \$9 each, Approximately 1500 ties.
814-736-4281 Portage
Blue plaid accent chair, \$20. Cushioned metal bar
814-207-0872
OBO, 814-942-3135 or
cap, fits most 6' beds, \$49

STATE OF PENNSYLVANIA
COUNTY OF BLAIR

Bob Eger
Manager of the ALTOONA MIRROR
Avenue, Township of Logan, City of Altoona

That said newspaper was first published on the
Day of June 1874, since which date
copy of the printed notice, hereto
edition of the daily ALTOONA MIRROR

The affiant further deposes and swears that all allegations in the foregoing statement as to time, place and character of publication are true.

worn, says: That he is the Advertising
Manager, published at Number 301 Cayuga
Avenue, City of Altoona, Pennsylvania.

of general circulation on the Thirteenth
day of June 1874, since which date
copy of the printed notice, hereto
edition of the daily ALTOONA MIRROR

Sworn to and subscribed before me this 1 day of July, 20 09.

Debra D Miller
Notary Public

My Commission expires _____

NOTARIAL SEAL
DEBRA D MILLER
Notary Public
ALTOONA CITY, BLAIR COUNTY
My Commission Expires Jul 25, 2009

**NOTICE OF ACTION IN
MORTGAGE FORECLOSURE
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW
NO. 2008-1766-CD**

HSBC Bank USA, N.A. 961 Weigel Drive,
Elmhurst, IL 60126, PLAINTIFF, Gloria
Hockenberry, Last Record Owner Jeff Hock-
enberry, Known Heir of Gloria Hockenberry,
Larry Hockenberry, Known Heir of Gloria
Hockenberry, 165 Lyle Lane, Coalport, PA
16627, DEFENDANT.

Notice of sale of real property

To: Jeff Hockenberry, Known Heir of Gloria
Hockenberry, DEFENDANT, 165 Lyle Lane,
Coalport, PA 16627.

Your House (real estate) at 165 Lyle Lane
Coalport, PA 16627 is scheduled to be sold
at the Sheriff's Sale on August 7, 2009 at
10:00 A.M. to enforce the court judgment of
62,147.58, obtained by Plaintiff above (the
mortgagee) against you. If the Sale is Post-
poned, the property will be relisted for the
Next Available Sale.

PROPERTY DESCRIPTION:

ALL that certain lot or parcel of ground situ-
ate in the township of Beccaria, County of
Clearfield, and Commonwealth of Pennsyl-
vania, Bounded and described as follows:
Having The Tax Map No. 101-H18-675-2 as-
found in the records of the Assessment
Office of Clearfield County, Pennsylvania
and being assessed as 2 Houses & 1.5
acres.

BEING KNOWN AS: 165 LYLE LANE,
COALPORT, PA 16627

PROPERTY ID NO.: 101-H18-675-00002
CONTROL # 101-013870

TITLE TO SAID PREMISES IS VESTED IN
GLORIA HOCKENBERRY AND RONALD
HOCKENBERRY, HER HUSBAND, AS
TENANTS BY THE ENTIRETIES BY DEED
FROM JOHN GILL, HUSBAND OF DAR-
RELL SAMPLE GILL, SHARANNE WODA
AND JERRY WODA, HER HUSBAND,
JOHN PETRUSKY AND DOROTHY, HIS WIFE,
MACK DAVID, A WIDOWER, BONNIE
THRASHER AND JAMES THRASHER, HER HUS-
BAND, EDITH YOUNGKIN, A WIDOW ONALD
YOUNGKIN AND IRMA YOUNGKIN, HIS WIFE,
HELEN JASPER, A WIDOW, SHIRLEY NOEL
AND BERNARD NOEL, HER HUSBAND,
PATRICIA JURAN, A SINGLE INDIVIDUAL, JEAN
BYRD A SINGLE INDIVIDUAL, BEVERLY LAR-
SEN AND GILBERT LARSEN, HER HUSBAND,
GLORIA HOCKENBERRY AND RONALD HOCK-
ENBERRY, HER HUSBAND, SANDRA ADAMS
AND RAYMOND ADAMS, HER HUSBAND, DICK
YOUNGKIN, A SINGLE INDIVIDUAL, AND DEON
YOUNGKIN A SINGLE INDIVIDUAL DATED
2/16/1999 RECORDED 6/22/1999 INSTRUMENT
NO. 199910374.

Mark J. Udren, Stuart Winneg,
Lorraine Doyle, Alan M. Minato and
Chandra M. Arkema, Attorneys for Plaintiff
Udren Law Offices, P.C.
111 Woodcrest Rd, Ste. 200
Cherry Hill, NJ 08003
856.482.6900

BYRD A SINGLE INDIVIDUAL, BEVERLY LARSEN AND GILBERT LARSEN, HER HUSBAND, GLORIA HOCKENBERRY AND RONALD HOCKENBERRY, HER HUSBAND, SANDRA ADAMS AND RAYMOND ADAMS, HER HUSBAND, IAN YOUNGKIN, A SINGLE INDIVIDUAL, AND DORIS YOUNGKIN A SINGLE INDIVIDUAL DATED 2/16/1999 RECORDED 6/22/1999 INSTRUMENT NO. 199910374.

Mark J. Udren, Stuart Winneg,
Lorraine Doyle, Alan M. Minato and
Chandra M. Arkema, Attorneys for Plaintiff
Udren Law Offices, P.C.
111 Woodcrest Rd, Ste. 200
Cherry Hill, NJ 08003
856.482.6900

**SHERIFF'S SALE
OF VALUABLE REAL ESTATE**

BY VIRTUE OF:

Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania to me directed, there will be exposed to public sale in the Sheriff's Office in the Courthouse in the Borough of Clearfield on Friday, July 10, 2009, 10 A.M.

TERMS OF SALE

The price or sum at which the property shall be struck off must be paid at the time of sale or such other arrangements made as will be approved, otherwise the property will be immediately put up and sold again at the expense and risk of the person to whom it was struck off and who in case of deficiency of such resale shall make good for the same and in no instance will the deed be presented for confirmation unless the money is actually paid to the Sheriff.

TO all parties in interest and claimants:

A schedule of distribution will be filed by the Sheriff in his office the first Monday following the date of the sale and distribution will be made in accordance with the schedule of distribution.

Gusheroski, late of DuBois, Clearfield County.

ADV June 26 & July 3, 2009

MAURENE E. INLOW, REGISTER OF
WILLS & CLERK OF ORPHANS' COURT,
PO Box 361, Clearfield, PA 16830.

**NOTICE OF ACTION IN
MORTGAGE FORECLOSURE
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW
NO. 2008-1766-CD**

HSBC Bank USA, N.A. 961 Weigel Drive,
Elmhurst, IL 60126, PLAINTIFF, Gloria
Hockenberry, Last Record Owner Jeff Hockenberry,
Known Heir of Gloria Hockenberry,
Larry Hockenberry, Known Heir of Gloria
Hockenberry, 165 Lyle Lane, Coalport, PA
16627, DEFENDANT.

Notice of sale of real property

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

:

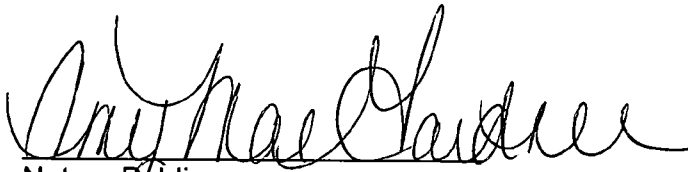
COUNTY OF CLEARFIELD :

On this 26th day of June AD 2009, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of June 26, 2009, Vol. 21, No.26. And that all of the allegations of this statement as to the time, place, and character of the publication are true.

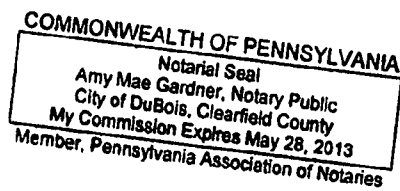


Gary A. Knaresboro, Esquire
Editor

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



Notary Public
My Commission Expires



Mark A. Mansfield
William J. Mansfield, Inc.
The Woods
998 Old Eagle School Road
Suite 1209
Wayne, PA 19087

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

HSBC USA, N.A.,
Plaintiff
vs.

GLORIA HOCKENBERRY, Last Record Holder,
JEFF HOCKENBERRY, Known Heir of Gloria
Hockenberry, LARRY HOCKENBERRY, Known
Heir of Gloria Hockenberry,
Defendants

NO. 08-1766-CD

ORDER

NOW, this 27th day of October, 2008, the Plaintiff is granted leave to serve the
Complaint in Mortgage Foreclosure upon the Defendant **JEFF HOCKENBERRY, KNOWN
HEIR OF GLORIA HOCKENBERRY** by:

1. Publication one time in The Altoona Mirror (Altoona) and the Clearfield
County Legal Journal;
2. By first class mail to 107 6th Avenue, Altoona, Pa and 165 Lyle Lane.
Coalport, Pa 16627;
3. By certified mail, return receipt requested, to 107 6th Avenue, Altoona, Pa
and 165 Lyle Lane, Coalport, Pa 16627; and
4. By posting the mortgaged premises known in this herein action as 165 Lyle
Lane, Coalport, PA 16627.

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
Statement filed in this case.

OCT 28 2008

Attest:

William L. Brown
Prothonotary/
Clerk of Court

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20972
NO: 08-1766-CD

PLAINTIFF: HSBC BANK USA, N.A.

vs.

DEFENDANT: GLORIA HOCKENBERRY, LAST RECORD OWNER AND JEFF HOCKENBERRY KNOWN HEIR OF
GLORIA HOCKENBERRY AND LARRY HOCKENBERRY, KNOWN HEIR OF GLORIA HOCKENBERRY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 5/12/2009

LEVY TAKEN 5/25/2009 @ 11:00 AM

POSTED 5/21/2009 @ 11:00 AM

SALE HELD 8/7/2009

SOLD TO FEDERAL HOME LOAN MORTGAGE CORPORATION

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 8/18/2009

DATE DEED FILED 8/18/2009

PROPERTY ADDRESS 165 LYLE LANE COALPORT , PA 16627

FILED
01/12/45
AUG 18 2009
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

5/29/2009 @ SERVED JEFF HOCKENBERRY

SERVED JEFF HOCKENBERRY, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 107 6TH AVENUE, ALTOONA,
PENNSYLVANIA CERT #70083230000335907297. CERT. SIGNED FOR BY JEFF HOCKENBERRY. REG MAIL RETURNED JUNE 1, 2009.

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

5/27/2009 @ SERVED LARRY HOCKENBERRY, INMATE #GD 3323

SERVED LARRY HOCKENBERRY, INMATE #GD 3323, SCI LAUREL HIGHLANDS, 5706 GLADES PIKE, SOMERSET, PENNSYLVANIA BY REG
& CERT MAIL CERT #70083230000335907303 SIGNED FOR BY J. HARBAUGH, AGENT.

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

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 Bank USA, N.A.

Plaintiff

v.

Gloria Hockenberry, Last
Record Owner

Jeff Hockenberry, Known Heir
of Gloria Hockenberry
Larry Hockenberry, Known Heir
of Gloria Hockenberry
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 2008-1766-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:

165 Lyle Lane
Coalport, PA 16627
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$62,147.58

Interest From 5/13/09

to Date of Sale _____

Ongoing Per Diem of \$10.00

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

(Costs to be added)

\$ 149.00 Prothonotary costs
Prothonotary

By _____

Clerk

Date 5/12/09

Re: this writ this 12th day of May A.D. 2009 At 1:30 P.M./R.M.
Shirley G. Humber
Sheriff of Clearfield County

COURT OF COMMON PLEAS
NO. 2008-1766-CD

=====

HSBC Bank USA, N.A.

vs.

Gloria Hockenberry, Last Record Owner
Jeff Hockenberry, Known Heir of Gloria Hockenberry
Larry Hockenberry, Known Heir of Gloria Hockenberry

=====

WRIT OF EXECUTION

=====

REAL DEBT \$ 62,147.58

INTEREST \$ _____

from 5/13/09

to Date of Sale _____

Ongoing Per Diem of \$10.00

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

COSTS PAID:

PROTHY \$ 149.00

SHERIFF \$ _____

STATUTORY \$ _____

COSTS DUE PROTHY. \$ _____

PREMISES TO BE SOLD:

165 Lyle Lane
Coalport, PA 16627

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 lot or parcel of ground situate in the Township of Beccaria, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows:

Having the Tax Map No. 101-H18-675-2 as found in the records of the Assessment Office of Clearfield County, Pennsylvania and being assessed as 2 Houses & 1.5 acres.

BEING KNOWN AS: 165 LYLE LANE, COALPORT, PA 16627

PROPERTY ID NO.: 101-H18-675-00002 CONTROL# 101-013870

TITLE TO SAID PREMISES IS VESTED IN GLORIA HOCKENBERRY AND RONALD HOCKENBERRY, HER HUSBAND, AS TENANTS BY THE ENTIRETIES BY DEED FROM JOHN GILL, HUSBAND OF DARRELL SAMPLE GILL, SHARANNE WODA AND JERRY WODA, HER HUSBAND, JOHN PETRUSKY AND DOROTHY PETRUSKY, HIS WIFE, MACK DAVID, A WIDOWER, BONNIE THRASHER AND JAMES THRASHER, HER HUSBAND, EDITH YOUNGKIN, A WIDOW, DONALD YOUNGKIN AND IRMA YOUNGKIN, HIS WIFE, HELEN JASPER, A WIDOW, SHIRLEY NOEL AND BERNARD NOEL, HER HUSBAND, PATRICIA JURAN, A SINGLE INDIVIDUAL, JEAN BYRD A SINGLE INDIVIDUAL, BEVERLY LARSEN AND GILBERT LARSEN, HER HUSBAND, GLORIA HOCKENBERRY AND RONALD HOCKENBERRY, HER HUSBAND, SANDRA ADAMS AND RAYMOND ADAMS, HER HUSBAND, DICK YOUNGKIN, A SINGLE INDIVIDUAL, AND DEON YOUNGKIN A SINGLE INDIVIDUAL DATED 2/16/1999 RECORDED 6/22/1999 INSTRUMENT NO. 199910374..

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME JEFF HOCKENBERRY

NO. 08-1766-CD

NOW, August 18, 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 August 07, 2009, I exposed the within described real estate of Gloria Hockenberry, Last Record Owner And Jeff Hockenberry Known Heir Of Gloria Hockenberry And Larry Hockenberry, Known Heir Of Gloria Hockenberry to public venue or outcry at which time and place I sold the same to FEDERAL HOME LOAN MORTGAGE CORPORATION he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	30.80
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	19.14
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	30.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$260.94

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$29.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	62,147.58
INTEREST @ 10.0000 %	860.00
FROM 05/13/2009 TO 08/07/2009	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

TOTAL DEBT AND INTEREST	\$63,047.58

COSTS:

ADVERTISING	401.50
TAXES - COLLECTOR	198.36
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.50
SHERIFF COSTS	260.94
LEGAL JOURNAL COSTS	270.00
PROTHONOTARY	149.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	188.48

TOTAL COSTS	\$1,642.78

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 USA, N.A.,
Plaintiff
vs.

GLORIA HOCKENBERRY, Last Record Holder,
JEFF HOCKENBERRY, Known Heir of Gloria
Hockenberry, LARRY HOCKENBERRY, Known
Heir of Gloria Hockenberry,
Defendants

NO. 08-1766-CD

ORDER

NOW, this 27th day of October, 2008, the Plaintiff is granted leave to serve the
Complaint in Mortgage Foreclosure upon the Defendant JEFF HOCKENBERRY, KNOWN
HEIR OF GLORIA HOCKENBERRY by:

1. Publication one time in The Altoona Mirror (Altoona) and the Clearfield
County Legal Journal;
2. By first class mail to 107 6th Avenue, Altoona, Pa and 165 Lyle Lane;
Coalport, Pa 16627;
3. By certified mail, return receipt requested, to 107 6th Avenue, Altoona, Pa
and 165 Lyle Lane, Coalport, Pa 16627; and
4. By posting the mortgaged premises known in this herein action as 165 Lyle
Lane, Coalport, PA 16627.

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

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

FREDRIC J. AMMERMAN
President Judge

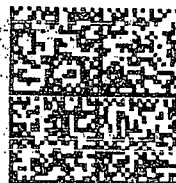
OCT 28 2008

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

CHESTER A. HAWKINS
SHERIFF

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



016H16505405

\$00.61

05/26/2009

Mailed From 16830
US POSTAGE

Hasler

JEFF HOCKENBERRY
107 6TH AVENUE
ALTOONA PA 16601

NIXIE

165 DE 1

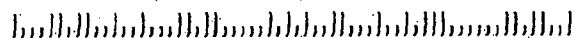
00 05/30/09

RETURN TO SENDER
NO SUCH NUMBER
UNABLE TO FORWARD

BC: 16830247201

*2832-07587-26-42

16830247201



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature ☒ <i>J. Harbaugh</i> ☐ Agent ☐ Addressee	
1. Article Addressed to: LARRY HOCKENBERRY INMATE #GD 3323 SCI LAUREL HIGHLANDS 5706 GLADES PIKE SOMERSET, PA 15501		B. Received by (Printed Name) ☒ <i>J. Harbaugh</i>	C. Date of Delivery 5-27-09
		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	
		4. Restricted Delivery? (Extra Fee) ☐ Yes	
2. Article Number (Transfer from service label)		7008 3230 0003 3590 7303	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

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 \$	5.71
Sent To	LARRY HOCKENBERRY
Street, Apt. No., or PO Box No.	INMATE #GD 3323
City, State, ZIP+4	SCI LAUREL HIGHLANDS 5706 GLADES PIKE SOMERSET, PA 15501

7008 3230 0003 3590 7303

PS Form 3800, August 2006
See Reverse for Instructions