

08-1905-CD
US Bank vs Mark A. Hoover et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104759
NO: 08-1905-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION As Successor
vs.
DEFENDANT: MARK A. HOOVER AND JOYCE E. HOOVER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	737272	20.00
SHERIFF HAWKINS	PHELAN	737272	24.85

5
FILED
9/2/08 AM
JAN 30 2008
IS

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff

FILED (1)

JULY 1 2008

112:15 (WL)

William A. Shaw
Prothonotary/Clerk of Courts

2 copy to Sher

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL C. SCHMIEG, ESQ., Id. No. 62205
MICHELE M. BRADFCRD, ESQ., Id. No. 69849
JUDITH T. ROMANO, ESQ., Id. No. 58745
SHEETAL SHAH-JANI, ESQ., Id. No. 81760
JENINE R. DAVEY, ESQ., Id. No. 87077
LAUREN R. TABAS, ESQ., Id. No. 93337
VIVEK SRIVASTAVA, ESQ., Id. No. 202331
JAY B. JONES, ESQ., Id. No. 86657
PETER MULCAHY, ESQ., Id. No. 51791
ANDREW SPIVACK, ESQ., Id. No. 84439
JAIME MCGUINNESS, ESQ., Id. No. 90134
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

87234

U.S. BANK NATIONAL ASSOCIATION AS
SUCCESSOR TO LASALLE BANK NATIONAL
ASSOCIATION, AS TRUSTEE UNDER THE
POOLING AND SERVICING AGREEMENT, DATED
AS OF APRIL 1, 2002, AMONG ASSET BACKED
FUNDING CORPORATION, LITTON LOAN
SERVICING LP AND LASALLE BANK NATIONAL
ASSOCIATION
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2008-1905-CO

CLEARFIELD COUNTY

Plaintiff

v.

MARK A. HOOVER
JOYCE E. HOOVER
34 BIGLER CEMETERY ROAD
A/K/A RR 1 BOX 269
WOODLAND, PA 16861-8169

Feb. 5, 2009 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Willie L. Shaw
Deputy Prothonotary

GK

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
Daniel J. Nelson, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE
RECEIVED FROM THIS OFFICE, BE ADVISED THAT:**

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),
DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE
DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S)
DO SO IN WRITING WITHIN THIRTY (30) DAYS OF
RECEIPT OF THIS PLEADING, COUNSEL FOR
PLAINTIFF WILL OBTAIN AND PROVIDE
DEFENDANT(S) WITH WRITTEN VERIFICATION
THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED
TO BE VALID. LIKEWISE, IF REQUESTED WITHIN
THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING,
COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S)
THE NAME AND ADDRESS OF THE ORIGINAL
CREDITOR, IF DIFFERENT FROM ABOVE.**

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL
THE END OF THE THIRTY (30) DAY PERIOD
FOLLOWING FIRST CONTACT WITH YOU BEFORE
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH**

THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

1. Plaintiff is

U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR TO LASALLE BANK
NATIONAL ASSOCIATION, AS TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT, DATED AS OF APRIL 1, 2002, AMONG ASSET
BACKED FUNDING CORPORATION, LITTON LOAN SERVICING LP AND
LASALLE BANK NATIONAL ASSOCIATION
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226

2. The name(s) and last known address(es) of the Defendant(s) are:

MARK A. HOOVER
JOYCE E. HOOVER
34 BIGLER CEMETERY ROAD
A/K/A RR 1 BOX 269
WOODLAND, PA 16881-8169

who is/are the mortgagor(s) and/or real owner(s) of the property hereinafter described.

3. On 11/03/2001 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to ALLIANCE FUNDING, A DIVISION OF SUPERIOR FEDERAL BANK, FSB which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200118117. The PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if these documents are of public record.
4. The premises subject to said mortgage is described as attached.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 02/01/2008 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$70,945.65
Interest	\$4,354.00
01/01/2008 through 10/06/2008	
(Per Diem \$15.55)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$194.18
11/03/2001 to 10/06/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$77,293.83
Escrow	
Credit	\$0.00
Deficit	\$827.75
Subtotal	<u>\$827.75</u>
TOTAL	\$78,121.58

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.
9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

10. The action does not come under Act 6 of 1974 because the original mortgage amount exceeds the dollar amount provided in the statute.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$78,121.58, together with interest from 10/06/2008 at the rate of \$15.55 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: Jaime McGuinness 7/13/14

LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
MICHELE M. BRADFORD, ESQUIRE
JUDITH T. ROMANO, ESQUIRE
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VIVEK SRIVASTAVA, ESQUIRE
JAY B. JONES, ESQUIRE
PETER MULCAHY, ESQUIRE
ANDREW SPIVACK, ESQUIRE
JAIME MCGUINNESS, ESQUIRE

Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land with a residential dwelling and other improvements thereon located in the Village of Bigler, Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner on the North right-of-way line of the Bigler Allport cutoff or State Highway Route 668 leading from Bigler to Allport. Said right-of-way line being 30.0 feet from the centerline thereof. Said iron pin being the southwest corner of lands now or formerly of Edward J. and Pauline Boron. Said corner being further located (S. 78 degrees 54 minutes E.), (250.0) feet from the centerline of State Highway Route 322 at the Bigler redlight; THENCE by said right-of-way line North seventy-eight degrees fifty-four minutes west (N. 78 degrees 54 minutes W.) seventy-eight and seven tenths (78.7) feet to an iron pin corner; THENCE still by said right-of-way line North eleven degrees six minutes East (N. 11 degrees 06 minutes E.) thirty (30.0) feet to a stake corner on the East right-of-way of a Township Road leading from said Route to the Bigler Cemetery and water tank; THENCE by said right-of-way line North thirty-seven degrees thirty-five minutes East (N. 37 degrees 35 minutes E.) one hundred eighty-three and eight tenths (183.8) feet to an iron pin corner on said right-of-way and the Southwest corner of a parcel of land conveyed by George A. and Ruth J. Jordan to George A. Jordan, III and Gwendolyn M. Jordan; THENCE by said lot, South eighty-five degrees fifty-five minutes East (S. 85 degrees 55 minutes E.) one hundred (100.0) feet to a corner of said lot and the line of lands now or formerly of said Edward J. and Pauline Boron; THENCE by said Boron lands, South thirty-seven degrees twenty-seven minutes West (S. 37 degrees 27 minutes W.) two hundred thirty-one (231.0) feet to an iron pin corner and the place of beginning.

EXCEPTING AND RESERVING such exceptions and reservations as are contained in the chain of title hereto.

UNDER AND SUBJECT to all conditions, restrictions, covenants, limitations, leases, agreements, rights-of-way and easements which are of record in Clearfield County, Pennsylvania.

BEING the same premises which Michael D. Jordan and Bonnie L. Jordan, husband and wife, and Cindy Jordan, an adult individual, by Deed dated October 11, 1991 and recorded October 16, 1991 in Clearfield County in Deed Book Volume 1424 at Page 121, granted and conveyed unto Mark A. Hoover and Joyce E. Hoover, husband and wife.

PARCEL#: 106-009-000-00108

PROPERTY BEING: 34 BIGLER CEMETERY ROAD

VERIFICATION

I hereby state that I am the attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the Court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that I am authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of my knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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

June M. Jernigan
Attorney for Plaintiff 90134

DATE: 10/10/08

Phelan Hallinan & Schmieg, LLP
Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
1617 JFK Boulevard Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

ATTORNEY FOR PLAINTIFF

U.S. BANK NATIONAL ASSOCIATION AS : COURT OF COMMON PLEAS
SUCCESSOR TO LASALLE BANK :
NATIONAL ASSOCIATION, AS TRUSTEE : CIVIL DIVISION
UNDER THE POOLING AND SERVICING :
AGREEMENT, DATED AS OF APRIL 1, : CLEARFIELD COUNTY
2002, AMONG ASSET BACKED FUNDING :
CORPORATION, LITTON LOAN
SERVICING LP AND LASALLE BANK
NATIONAL ASSOCIATION

Plaintiff

vs.

MARK A. HOOVER : No. 2008-1905-CD
JOYCE E. HOOVER

Defendants

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

Kindly reinstate the Civil Action in Mortgage Foreclosure with reference to the above captioned matter.

PHELAN HALLINAN & SCHMIEG, LLP

By: Francis S. Hallinan

Francis S. Hallinan, Esquire
Lawrence T. Phelan, Esquire
Daniel G. Schmieg, Esquire
Attorneys for Plaintiff

Date: February 2, 2009

/vcv, Svc Dept.
File# 187234

610
FILED
M2/02/09 Atty pd. 7.00
FEB 05 2009 2 Compl.
William A. Shaw
Prothonotary/Clerk of Courts
Reinstated to Staff
1 Compl. Reinstated to Atty

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
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PHILADELPHIA, PA 19103
(215) 563-7000

187234

U.S. BANK NATIONAL ASSOCIATION AS
SUCCESSOR TO LASALLE BANK NATIONAL
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AS OF APRIL 1, 2002, AMONG ASSET BACKED
FUNDING CORPORATION, LITTON LOAN
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ASSOCIATION
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 08-1905-CD

CLEARFIELD COUNTY

Plaintiff

v.

MARK A. HOOVER
JOYCE E. HOOVER
34 BIGLER CEMETERY ROAD
A/K/A RR 1 BOX 269
WOODLAND, PA 16881-8169

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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Notice to Defendant:
Daniel J. Nelson, Court Administrator
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Clearfield, PA 16830
814-765-2641 x 5982

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PLAINTIFF WILL OBTAIN AND PROVIDE
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AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN
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4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226

2. The name(s) and last known address(es) of the Defendant(s) are:

MARK A. HOOVER
JOYCE E. HOOVER
34 BIGLER CEMETERY ROAD
A/K/A RR 1 BOX 269
WOODLAND, PA 16881-8169

who is/are the mortgagor(s) and/or real owner(s) of the property hereinafter described.

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4. The premises subject to said mortgage is described as attached.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 02/01/2008 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$70,945.65
Interest	\$4,354.00
01/01/2008 through 10/06/2008	
(Per Diem \$15.55)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$194.18
11/03/2001 to 10/06/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$77,293.83
Escrow	
Credit	\$0.00
Deficit	\$827.75
Subtotal	<u>\$827.75</u>
TOTAL	\$78,121.58

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.
9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

10. The action does not come under Act 6 of 1974 because the original mortgage amount exceeds the dollar amount provided in the statute.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$78,121.58, together with interest from 10/06/2008 at the rate of \$15.55 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: Jaime McGuinness 10/13/09

LAWRENCE T. PHELAN, ESQUIRE
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JUDITH T. ROMANO, ESQUIRE
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VIVEK SRIVASTAVA, ESQUIRE
JAY B. JONES, ESQUIRE
PETER MULCAHY, ESQUIRE
ANDREW SPIVACK, ESQUIRE
JAIME MCGUINNESS, ESQUIRE

Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land with a residential dwelling and other improvements thereon located in the Village of Bigler, Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner on the North right-of-way line of the Bigler Allport cutoff or State Highway Route 668 leading from Bigler to Allport. Said right-of-way line being 30.0 feet from the centerline thereof. Said iron pin being the southwest corner of lands now or formerly of Edward J. and Pauline Boron. Said corner being further located (S. 78 degrees 54 minutes E.), (250.0) feet from the centerline of State Highway Route 322 at the Bigler redlight; THENCE by said right-of-way line North seventy-eight degrees fifty-four minutes west (N. 78 degrees 54 minutes W.) seventy-eight and seven tenths (78.7) feet to an iron pin corner; THENCE still by said right-of-way line North eleven degrees six minutes East (N. 11 degrees 06 minutes E.) thirty (30.0) feet to a stake corner on the East right-of-way of a Township Road leading from said Route to the Bigler Cemetery and water tank; THENCE by said right-of-way line North thirty-seven degrees thirty-five minutes East (N. 37 degrees 35 minutes E.) one hundred eighty-three and eight tenths (183.8) feet to an iron pin corner on said right-of-way and the Southwest corner of a parcel of land conveyed by George A. and Ruth J. Jordan to George A. Jordan, III and Gwendolyn M. Jordan; THENCE by said lot, South eighty-five degrees fifty-five minutes East (S. 85 degrees 55 minutes E.) one hundred (100.0) feet to a corner of said lot and the line of lands now or formerly of said Edward J. and Pauline Boron; THENCE by said Boron lands, South thirty-seven degrees twenty-seven minutes West (S. 37 degrees 27 minutes W.) two hundred thirty-one (231.0) feet to an iron pin corner and the place of beginning.

EXCEPTING AND RESERVING such exceptions and reservations as are contained in the chain of title hereto.

UNDER AND SUBJECT to all conditions, restrictions, covenants, limitations, leases, agreements, rights-of-way and easements which are of record in Clearfield County, Pennsylvania.

BEING the same premises which Michael D. Jordan and Bonnie L. Jordan, husband and wife, and Cindy Jordan, an adult individual, by Deed dated October 11, 1991 and recorded October 16, 1991 in Clearfield County in Deed Book Volume 1424 at Page 121, granted and conveyed unto Mark A. Hoover and Joyce E. Hoover, husband and wife.

PARCEL#: 106-009-000-00108

PROPERTY BEING: 34 BIGLER CEMETERY ROAD

VERIFICATION

I hereby state that I am the attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the Court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that I am authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of my knowledge, information and belief.

Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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


June M. J. Jernigan
Attorney for Plaintiff 90734

DATE: 10/10/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1905-CD

U.S. BANK NATIONAL ASSOCIATION As Successor

vs

MARK A. HOOVER AND JOYCE E. HOOVER

COMPLAINT IN MORTGAGE FORECLOSURE

SERVICE # 1 OF 2

SERVE BY: 11/06/2008

HEARING:

PAGE: 104759

DEFENDANT: MARK A. HOOVER

ADDRESS: 34 BIGLER CEMETERY ROAD AKA RR#1 BOX 26
WOODLAND, PA 16881

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

ATTEMPTS

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON MARK A. HOOVER, 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 MARK A. HOOVER

AT (ADDRESS) _____

NOW 10/13/08 AT 8³⁰ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO MARK A. HOOVER

REASON UNABLE TO LOCATE Vacant

SWORN TO BEFORE ME THIS

DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

S
FILED

0/8/30 LM

OCT 14 2008

AM
William A. Shaw
Prothonotary/Clerk of Courts

**SHERIFF'S OFFICE
CLEARFIELD COUNTY
CASE # 104759**

DEAR MARK A. HOOVER

Would you please contact the Sheriff's Office EXTENSION 1360 concerning legal papers we have for you

When you call, please give your name and the case # noted above (104759) and someone in the Office will be able to help you.

Thank you for your consideration in this matter.

SHERIFF CHESTER A. HAWKINS

OFFICE HOURS: 8:30 A.M. to 4:00 P.M.
PHONE (814) 765-2641

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

OCT 07 2008

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL C. SCHMIEG, ESQ., Id. No. 62205
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JAIME MCGUINNESS, ESQ., Id. No. 90134
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103

(215) 563-7000

:87234

U.S. BANK NATIONAL ASSOCIATION AS
SUCCESSOR TO LASALLE BANK NATIONAL
ASSOCIATION, AS TRUSTEE UNDER THE
POOLING AND SERVICING AGREEMENT, DATED
AS OF APRIL 1, 2002, AMONG ASSET BACKED
FUNDING CORPORATION, LITTON LOAN
SERVICING LP AND LASALLE BANK NATIONAL
ASSOCIATION
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2008-1905-CO

CLEARFIELD COUNTY

Plaintiff

v.

MARK A. HOOVER
JOYCE E. HOOVER
34 BIGLER CEMETERY ROAD
A/K/A RR 1 BOX 269
WOODLAND, PA 16881-8169

We hereby certify the
within to be a true and
correct copy of the
original filed of record

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
Daniel J. Nelson, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE
RECEIVED FROM THIS OFFICE, BE ADVISED THAT:**

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),
DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE
DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S)
DO SO IN WRITING WITHIN THIRTY (30) DAYS OF
RECEIPT OF THIS PLEADING, COUNSEL FOR
PLAINTIFF WILL OBTAIN AND PROVIDE
DEFENDANT(S) WITH WRITTEN VERIFICATION
THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED
TO BE VALID. LIKEWISE, IF REQUESTED WITHIN
THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING,
COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S)
THE NAME AND ADDRESS OF THE ORIGINAL
CREDITOR, IF DIFFERENT FROM ABOVE.**

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL
THE END OF THE THIRTY (30) DAY PERIOD
FOLLOWING FIRST CONTACT WITH YOU BEFORE
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH**

**THE LAW PROVIDES THAT YOUR ANSWER TO THIS
COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN
TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION
OF THAT TIME. FURTHERMORE, NO REQUEST WILL
BE MADE TO THE COURT FOR A JUDGMENT UNTIL
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HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF
YOU REQUEST PROOF OF THE DEBT OR THE NAME
AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN
THE THIRTY (30) DAY PERIOD THAT BEGINS UPON
YOUR RECEIPT OF THIS COMPLAINT, THE LAW
REQUIRES US TO CEASE OUR EFFORTS (THROUGH
LITIGATION OR OTHERWISE) TO COLLECT THE DEBT
UNTIL WE MAIL THE REQUESTED INFORMATION TO
YOU. YOU SHOULD CONSULT AN ATTORNEY FOR
ADVICE CONCERNING YOUR RIGHTS AND
OBLIGATIONS IN THIS SUIT.**

**IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A
DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT
A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON
REAL ESTATE.**

1. Plaintiff is

U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR TO LASALLE BANK
NATIONAL ASSOCIATION, AS TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT, DATED AS OF APRIL 1, 2002, AMONG ASSET
BACKED FUNDING CORPORATION, LITTON LOAN SERVICING LP AND
LASALLE BANK NATIONAL ASSOCIATION
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226

2. The name(s) and last known address(es) of the Defendant(s) are:

MARK A. HOOVER
JOYCE E. HOOVER
34 BIGLER CEMETERY ROAD
A/K/A RR 1 BOX 269
WOODLAND, PA 16881-8169

who is/are the mortgagor(s) and/or real owner(s) of the property hereinafter described.

3. On 11/03/2001 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to ALLIANCE FUNDING, A DIVISION OF SUPERIOR FEDERAL BANK, FSB which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200118117. The PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
4. The premises subject to said mortgage is described as attached.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 02/01/2008 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage

Principal Balance	\$70,945.65
Interest 01/01/2008 through 10/06/2008 (Per Diem \$15.55)	\$4,354.00
Attorney's Fees Cumulative Late Charges 11/03/2001 to 10/06/2008	\$1,250.00
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$77,293.83
Escrow	
Credit	\$0.00
Deficit	\$827.75
Subtotal	<u>\$827.75</u>
TOTAL	\$78,121.58

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.
9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

10. The action does not come under Act 6 of 1974 because the original mortgage amount exceeds the dollar amount provided in the statute.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$78,121.58, together with interest from 10/06/2008 at the rate of \$15.55 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: Jaime McGuinness 90139

LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
MICHELE M. BRADFORD, ESQUIRE
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JAY B. JONES, ESQUIRE
PETER MULCAHY, ESQUIRE
ANDREW SPIVACK, ESQUIRE
JAIME MCGUINNESS, ESQUIRE

Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land with a residential dwelling and other improvements thereon located in the Village of Bigler, Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner on the North right-of-way line of the Bigler Allport cutoff or State Highway Route 668 leading from Bigler to Allport. Said right-of-way line being 30.0 feet from the centerline thereof. Said iron pin being the southwest corner of lands now or formerly of Edward J. and Pauline Boron. Said corner being further located (S. 78 degrees 54 minutes E.), (250.0) feet from the centerline of State Highway Route 322 at the Bigler redlight; THENCE by said right-of-way line North seventy-eight degrees fifty-four minutes west (N. 78 degrees 54 minutes W.) seventy-eight and seven tenths (78.7) feet to an iron pin corner; THENCE still by said right-of-way line North eleven degrees six minutes East (N. 11 degrees 06 minutes E.) thirty (30.0) feet to a stake corner on the East right-of-way of a Township Road leading from said Route to the Bigler Cemetery and water tank; THENCE by said right-of-way line North thirty-seven degrees thirty-five minutes East (N. 37 degrees 35 minutes E.) one hundred eighty-three and eight tenths (183.8) feet to an iron pin corner on said right-of-way and the Southwest corner of a parcel of land conveyed by George A. and Ruth J. Jordan to George A. Jordan, III and Gwendolyn M. Jordan; THENCE by said lot, South eighty-five degrees fifty-five minutes East (S. 85 degrees 55 minutes E.) one hundred (100.0) feet to a corner of said lot and the line of lands now or formerly of said Edward J. and Pauline Boron; THENCE by said Boron lands, South thirty-seven degrees twenty-seven minutes West (S. 37 degrees 27 minutes W.) two hundred thirty-one (231.0) feet to an iron pin corner and the place of beginning.

EXCEPTING AND RESERVING such exceptions and reservations as are contained in the chain of title hereto.

UNDER AND SUBJECT to all conditions, restrictions, covenants, limitations, leases, agreements, rights-of-way and easements which are of record in Clearfield County, Pennsylvania.

BEING the same premises which Michael D. Jordan and Bonnie L. Jordan, husband and wife, and Cindy Jordan, an adult individual, by Deed dated October 11, 1991 and recorded October 16, 1991 in Clearfield County in Deed Book Volume 1424 at Page 121, granted and conveyed unto Mark A. Hoover and Joyce E. Hoover, husband and wife.

PARCEL#: 106-009-000-00108

PROPERTY BEING: 34 BIGLER CEMETERY ROAD

VERIFICATION

I hereby state that I am the attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the Court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that I am authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of my knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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

June M. Guiness
Attorney for Plaintiff 90739

DATE: 10/4/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1905-CD

U.S. BANK NATIONAL ASSOCIATION As Successor

vs

MARK A. HOOVER AND JOYCE E. HOOVER

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 11/06/2008

HEARING:

PAGE: 104759

SERVICE # 2 OF 2

DEFENDANT: JOYCE E. HOOVER
ADDRESS: 34 BIGLER CEMETERY ROAD AKA RR#1 BOX 269
WOODLAND, PA 16881

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

ATTEMPTS

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON JOYCE E. HOOVER, 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 JOYCE E. HOOVER

AT (ADDRESS) _____

NOW 10/13/08 AT 8:30 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO JOYCE E. HOOVER

REASON UNABLE TO LOCATE Vacant

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

5
FILED

08:30 AM
OCT 14 2008

William A. Shaw

OCCUPIED *Notary/Clerk of Courts*

**SHERIFF'S OFFICE
CLEARFIELD COUNTY
CASE # 104759**

DEAR JOYCE E. HOOVER

Would you please contact the Sheriff's Office EXTENSION 1360 concerning legal papers we have for you

When you call, please give your name and the case # noted above (104759) and someone in the Office will be able to help you.

Thank you for your consideration in this matter.

SHERIFF CHESTER A. HAWKINS

**OFFICE HOURS: 8:30 A.M. to 4:00 P.M.
PHONE (814) 765-2641**

I hereby certify this to be true and
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statement filed in this case.

OCT 07 2008

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ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103

(215) 563-7000

187234

U.S. BANK NATIONAL ASSOCIATION AS
SUCCESSOR TO LASALLE BANK NATIONAL
ASSOCIATION, AS TRUSTEE UNDER THE
POOLING AND SERVICING AGREEMENT, DATED
AS OF APRIL 1, 2002, AMONG ASSET BACKED
FUNDING CORPORATION, LITTON LOAN
SERVICING LP AND LASALLE BANK NATIONAL
ASSOCIATION
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2008.1905-C0

CLEARFIELD COUNTY

Plaintiff

v.

MARK A. HOOVER
JOYCE E. HOOVER
34 BIGLER CEMETERY ROAD
A/K/A RR 1 BOX 269
WOODLAND, PA 16881-8169

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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PLAINTIFF WILL OBTAIN AND PROVIDE
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THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED
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COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S)
THE NAME AND ADDRESS OF THE ORIGINAL
CREDITOR, IF DIFFERENT FROM ABOVE.**

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL
THE END OF THE THIRTY (30) DAY PERIOD
FOLLOWING FIRST CONTACT WITH YOU BEFORE
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH**

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REAL ESTATE.**

1. Plaintiff is

U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT, DATED AS OF APRIL 1, 2002, AMONG ASSET BACKED FUNDING CORPORATION, LITTON LOAN SERVICING LP AND LASALLE BANK NATIONAL ASSOCIATION
4828 LOOP CENTRAL DRIVE
HCUSTON, TX 77081-2226

2. The name(s) and last known address(es) of the Defendant(s) are:

MARK A. HOOVER
JOYCE E. HOOVER
34 BIGLER CEMETERY ROAD
A/K/A RR 1 BOX 269
WOODLAND, PA 16881-8169

who is/are the mortgagor(s) and/or real owner(s) of the property hereinafter described.

3. On 11/03/2001 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to ALLIANCE FUNDING, A DIVISION OF SUPERIOR FEDERAL BANK, FSB which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200118117. The PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
4. The premises subject to said mortgage is described as attached.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 02/01/2008 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$70,945.65
Interest	\$4,354.00
01/01/2008 through 10/06/2008	
(Per Diem \$15.55)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$194.18
11/03/2001 to 10/06/2008	
Cost of Suit and Title Search	\$550.00
Subtotal	\$77,293.83
Escrow	
Credit	\$0.00
Deficit	\$827.75
Subtotal	<u>\$827.75</u>
TOTAL	\$78,121.58

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.
9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

10. The action does not come under Act 6 of 1974 because the original mortgage amount exceeds the dollar amount provided in the statute.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$78,121.58, together with interest from 10/06/2008 at the rate of \$15.55 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By:  Jaime McGuinness 9/13/09

LAURENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
MICHELE M. BRADFORD, ESQUIRE
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SHEETAL R. SHAH-JANI, ESQUIRE
JENINE R. DAVEY, ESQUIRE
LAUREN R. TABAS, ESQUIRE
VIVEK SRIVASTAVA, ESQUIRE
JAY B. JONES, ESQUIRE
PETER MULCAHY, ESQUIRE
ANDREW SPIVACK, ESQUIRE
JAIME MCGUINNESS, ESQUIRE

Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land with a residential dwelling and other improvements thereon located in the Village of Bigler, Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner on the North right-of-way line of the Bigler Allport cutoff or State Highway Route 668 leading from Bigler to Allport. Said right-of-way line being 30.0 feet from the centerline thereof. Said iron pin being the southwest corner of lands now or formerly of Edward J. and Pauline Boron. Said corner being further located (S. 78 degrees 54 minutes E.), (250.0) feet from the centerline of State Highway Route 322 at the Bigler redlight; THENCE by said right-of-way line North seventy-eight degrees fifty-four minutes west (N. 78 degrees 54 minutes W.) seventy-eight and seven tenths (78.7) feet to an iron pin corner; THENCE still by said right-of-way line North eleven degrees six minutes East (N. 11 degrees 06 minutes E.) thirty (30.0) feet to a stake corner on the East right-of-way of a Township Road leading from said Route to the Bigler Cemetery and water tank; THENCE by said right-of-way line North thirty-seven degrees thirty-five minutes East (N. 37 degrees 35 minutes E.) one hundred eighty-three and eight tenths (183.8) feet to an iron pin corner on said right-of-way and the Southwest corner of a parcel of land conveyed by George A. and Ruth J. Jordan to George A. Jordan, III and Gwendolyn M. Jordan; THENCE by said lot, South eighty-five degrees fifty-five minutes East (S. 85 degrees 55 minutes E.) one hundred (100.0) feet to a corner of said lot and the line of lands now or formerly of said Edward J. and Pauline Boron; THENCE by said Boron lands, South thirty-seven degrees twenty-seven minutes West (S. 37 degrees 27 minutes W.) two hundred thirty-one (231.0) feet to an iron pin corner and the place of beginning.

EXCEPTING AND RESERVING such exceptions and reservations as are contained in the chain of title hereto.

UNDER AND SUBJECT to all conditions, restrictions, covenants, limitations, leases, agreements, rights-of-way and easements which are of record in Clearfield County, Pennsylvania.

BEING the same premises which Michael D. Jordan and Bonnie L. Jordan, husband and wife, and Cindy Jordan, an adult individual, by Deed dated October 11, 1991 and recorded October 16, 1991 in Clearfield County in Deed Book Volume 1424 at Page 121, granted and conveyed unto Mark A. Hoover and Joyce E. Hoover, husband and wife.

PARCEL#: 106-009-000-00108

PROPERTY BEING: 34 BIGLER CEMETERY ROAD

VERIFICATION

I hereby state that I am the attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the Court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that I am authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of my knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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

June 11, 1939
Attorney for Plaintiff 90139

DATE: 10/10/08

m xp

AFFIDAVIT OF SERVICE
CLEARFIELD COUNTY
PLAINTIFF
U.S. BANK NATIONAL ASSOCIATION
AS SUCCESSOR TO LASALLE BANK
NATIONAL ASSOCIATION, AS
TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT, DATED AS
OF APRIL 1, 2002, AMONG ASSET
BACKED FUNDING CORPORATION,
LITTON LOAN SERVICING LP AND
LASALLE BANK NATIONAL
ASSOCIATION

PHS # 187234

FILED

DEC 19 2008

11:50 AM
William A. Shaw

Prothonotary/Clerk of Courts

1 CENT TO APPL

DEFENDANT
MARK A. HOOVER
JOYCE E. HOOVER

TEAM4/mxp
COURT TERM:
COURT NO.: 2008-1905-CD

SERVE JOYCE E. HOOVER AT:
5491 COUNTY ROAD 155
HIGDON, AL 35979

TYPE OF ACTION
XX Mortgage Foreclosure
XX Civil Action

SERVED

CST Served and made known to Mark A. Hoover Defendant on the 3 day of Nov., 2008, at 4:40 o'clock PM, at 5491 County Road 155, in the manner described below:

Defendant personally served. Higdon, AL 35979

Adult family member with whom Defendant(s) reside(s).

Relationship is Live in Girlfriend

Adult in charge of Defendant's residence who refused to give name or relationship.

Manager/Clerk of place of lodging in which Defendant(s) reside(s).

Agent or person in charge of Defendant's office or usual place of business.

an officer of said Defendant's company.

Other: _____

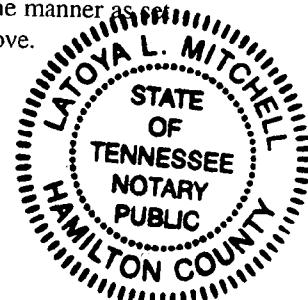
Description: Age 03/02/1968 AL Driver's Lic. 5354609 08-01-09 Photo ID
Age 40 Height 5'2" Weight 100 Race Cau Sex F Other _____

I, C F Crumbaugh, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Foreclosure Complaint in the manner as forth herein, issued in the captioned case on the date and at the address indicated above.

C F Crumbaugh
Sworn to and subscribed
before me this 4th day
of November, 20008.

Notary:

September 7, 2011
NOT SERVED



On the _____ day of _____, 200____, at _____ o'clock __. M., Defendant NOT FOUND

Moved Bad Address No Answer Vacant

Other:

Sworn to and subscribed
before me this 7 day
of September, 20011. By:

Notary:

ATTORNEY FOR PLAINTIFF

**SHERIFF'S OFFICE
CLEARFIELD COUNTY
CASE # 105223**

DEAR JOYCE E. HOOVER

Would you please contact the Sheriff's Office EXTENSION **1360** concerning legal papers we have for you
When you call, please give your name and the case # noted above (**105223**) and someone in the Office will
be able to help you.

Thank you for your consideration in this matter.

SHERIFF CHESTER A. HAWKINS

OFFICE HOURS: 8:30 A.M. to 4:00 P.M.
PHONE (814) 765-2641

215109 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
Willie L. Thompson
Deputy Prothonotary

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
MICHELE M. BRADFORD, ESQ., Id. No. 69849
JUDITH T. ROMANO, ESQ., Id. No. 58745
SHEETAL SHAH-JANI, ESQ., Id. No. 81760
JENINE R. DAVEY, ESQ., Id. No. 87077
LAUREN R. TABAS, ESQ., Id. No. 93337
VIVEK SRIVASTAVA, ESQ., Id. No. 202331
JAY B. JONES, ESQ., Id. No. 86657
PETER MULCAHY, ESQ., Id. No. 51791
ANDREW SPIVACK, ESQ., Id. No. 84439
JAIME MCGUINNESS, ESQ., Id. No. 90134
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103

(215) 563-7000

87234
U.S. BANK NATIONAL ASSOCIATION AS
SUCCESSOR TO LASALLE BANK NATIONAL
ASSOCIATION, AS TRUSTEE UNDER THE
POOLING AND SERVICING AGREEMENT, DATED
AS OF APRIL 1, 2002, AMONG ASSET BACKED
FUNDING CORPORATION, LITTON LOAN
SERVICING LP AND LASALLE BANK NATIONAL
ASSOCIATION
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 08-1905-CD

CLEARFIELD COUNTY

Plaintiff

v.

MARK A. HOOVER
JOYCE E. HOOVER
34 BIGLER CEMETERY ROAD
A/K/A RR 1 BOX 269
WOODLAND, PA 16881-8169

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
Daniel J. Nelson, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE
RECEIVED FROM THIS OFFICE, BE ADVISED THAT:**

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),
DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE
DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S)
DO SO IN WRITING WITHIN THIRTY (30) DAYS OF
RECEIPT OF THIS PLEADING, COUNSEL FOR
PLAINTIFF WILL OBTAIN AND PROVIDE
DEFENDANT(S) WITH WRITTEN VERIFICATION
THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED
TO BE VALID. LIKEWISE, IF REQUESTED WITHIN
THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING,
COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S)
THE NAME AND ADDRESS OF THE ORIGINAL
CREDITOR, IF DIFFERENT FROM ABOVE.**

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL
THE END OF THE THIRTY (30) DAY PERIOD
FOLLOWING FIRST CONTACT WITH YOU BEFORE
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH**

**THE LAW PROVIDES THAT YOUR ANSWER TO THIS
COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN
TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION
OF THAT TIME. FURTHERMORE, NO REQUEST WILL
BE MADE TO THE COURT FOR A JUDGMENT UNTIL
THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU
HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF
YOU REQUEST PROOF OF THE DEBT OR THE NAME
AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN
THE THIRTY (30) DAY PERIOD THAT BEGINS UPON
YOUR RECEIPT OF THIS COMPLAINT, THE LAW
REQUIRES US TO CEASE OUR EFFORTS (THROUGH
LITIGATION OR OTHERWISE) TO COLLECT THE DEBT
UNTIL WE MAIL THE REQUESTED INFORMATION TO
YOU. YOU SHOULD CONSULT AN ATTORNEY FOR
ADVICE CONCERNING YOUR RIGHTS AND
OBLIGATIONS IN THIS SUIT.**

**IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A
DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT
A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON
REAL ESTATE.**

1. Plaintiff is

U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR TO LASALLE BANK
NATIONAL ASSOCIATION, AS TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT, DATED AS OF APRIL 1, 2002, AMONG ASSET
BACKED FUNDING CORPORATION, LITTON LOAN SERVICING LP AND
LASALLE BANK NATIONAL ASSOCIATION
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226

2. The name(s) and last known address(es) of the Defendant(s) are:

MARK A. HOOVER
JOYCE E. HOOVER
34 BIGLER CEMETERY ROAD
A/K/A RR 1 BOX 269
WOODLAND, PA 16881-8169

who is/are the mortgagor(s) and/or real owner(s) of the property hereinafter described.

3. On 11/03/2001 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to ALLIANCE FUNDING, A DIVISION OF SUPERIOR FEDERAL BANK, FSB which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200118117. The PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g), which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
4. The premises subject to said mortgage is described as attached.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 02/01/2008 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$70,945.65
Interest 01/01/2008 through 10/06/2008 (Per Diem \$15.55)	\$4,354.00
Attorney's Fees	\$1,250.00
Cumulative Late Charges 11/03/2001 to 10/06/2008	\$194.18
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$77,293.83
Escrow	
Credit	\$0.00
Deficit	\$827.75
Subtotal	<u>\$827.75</u>
TOTAL	\$78,121.58

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.
9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

10. The action does not come under Act 6 of 1974 because the original mortgage amount exceeds the dollar amount provided in the statute.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$78,121.58, together with interest from 10/06/2008 at the rate of \$15.55 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By Jaime Mc Guinness 90139

LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
MICHELE M. BRADFORD, ESQUIRE
JUDITH T. ROMANO, ESQUIRE
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JAY B. JONES, ESQUIRE
PETER MULCAHY, ESQUIRE
ANDREW SPIVACK, ESQUIRE
JAIME MCGUINNESS, ESQUIRE

Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land with a residential dwelling and other improvements thereon located in the Village of Bigler, Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner on the North right-of-way line of the Bigler Allport cutoff or State Highway Route 568 leading from Bigler to Allport. Said right-of-way line being 30.0 feet from the centerline thereof. Said iron pin being the southwest corner of lands now or formerly of Edward J. and Pauline Boron. Said corner being further located (S. 78 degrees 54 minutes E.), (250.0) feet from the centerline of State Highway Route 322 at the Bigler redlight; THENCE by said right-of-way line North seventy-eight degrees fifty-four minutes west (N. 78 degrees 54 minutes W.) seventy-eight and seven tenths (78.7) feet to an iron pin corner; THENCE still by said right-of-way line North eleven degrees six minutes East (N. 11 degrees 06 minutes E.) thirty (30.0) feet to a stake corner on the East right-of-way of a Township Road leading from said Route to the Bigler Cemetery and water tank; THENCE by said right-of-way line North thirty-seven degrees thirty-five minutes East (N. 37 degrees 35 minutes E.) one hundred eighty-three and eight tenths (183.8) feet to an iron pin corner on said right-of-way and the Southwest corner of a parcel of land conveyed by George A. and Ruth J. Jordan to George A. Jordan, III and Gwendolyn M. Jordan; THENCE by said lot, South eighty-five degrees fifty-five minutes East (S. 85 degrees 55 minutes E.) one hundred (100.0) feet to a corner of said lot and the line of lands now or formerly of said Edward J. and Pauline Boron; THENCE by said Boron lands, South thirty-seven degrees twenty-seven minutes West (S. 37 degrees 27 minutes W.) two hundred thirty-one (231.0) feet to an iron pin corner and the place of beginning.

EXCEPTING AND RESERVING such exceptions and reservations as are contained in the chain of title hereto.

UNDER AND SUBJECT to all conditions, restrictions, covenants, limitations, leases, agreements, rights-of-way and easements which are of record in Clearfield County, Pennsylvania.

BEING the same premises which Michael D. Jordan and Bonnie L. Jordan, husband and wife, and Cindy Jordan, an adult individual, by Deed dated October 11, 1991 and recorded October 16, 1991 in Clearfield County in Deed Book Volume 1424 at Page 121, granted and conveyed unto Mark A. Hoover and Joyce E. Hoover, husband and wife.

PARCEL#: 106-009-000-00108

PROPERTY BEING: 34 BIGLER CEMETERY ROAD

VERIFICATION

I hereby state that I am the attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the Court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that I am authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of my knowledge, information and belief.

Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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


June M. J. Jernigan
Attorney for Plaintiff 90-34

DATE: 10/4/08

Phelan Hallinan & Schmieg, LLF
By: Daniel G. Schmieg, Esquire
Identification No. 62205
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

**U.S. BANK NATIONAL ASSOCIATION AS
SUCCESSOR TO LASALLE BANK NATIONAL
ASSOCIATION, AS TRUSTEE UNDER THE
POOLING AND SERVICING AGREEMENT,
DATED AS OF APRIL 1, 2002, AMONG ASSET
BACKED FUNDING CORPORATION, LITTON
LOAN SERVICING LP AND LASALLE BANK
NATIONAL ASSOCIATION**

vs.

**MARK A. HOOVER
34 BIGLER CEMETERY ROAD
A/K/A RR 1 BOX 269
WOODLAND, PA 16881-8169**

**JOYCE E. HOOVER
34 BIGLER CEMETERY ROAD
6055 SPRING HOUSE PLACE, APT. A21
BRIDGEVILLE, PA 15017**

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

TO THE PROTHONOTARY:

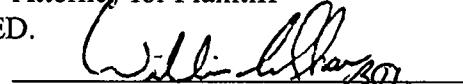
Kindly enter judgment in favor of the Plaintiff and against **MARK A. HOOVER, and
JOYCE E. HOOVER**, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service hereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$78,121.58
Interest - 10/07/2008 to 04/01/2009	<u>\$2,752.35</u>
TOTAL	\$80,873.93

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


Daniel G. Schmieg, Esquire
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.
DATE: 4/13/09


PRO PROTHY

PHELAN HALLINAN & SCHMIEG, LLP
By: LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

U.S. BANK NATIONAL ASSOCIATION AS
SUCCESSOR TO LASALLE BANK NATIONAL
ASSOCIATION, AS TRUSTEE UNDER THE POOLING
AND SERVICING AGREEMENT, DATED AS OF
APRIL 1, 2002, AMONG ASSET BACKED FUNDING
CORPORATION, LITTON LOAN SERVICING LP AND
LASALLE BANK NATIONAL ASSOCIATION

Plaintiff

v.

MARK A. HOOVER
JOYCE E. HOOVER

Defendant(s)

TO: MARK A. HOOVER
5491 COUNTY ROAD 155
HIGDON, AL 35979

COPY

DATE OF NOTICE: March 19, 2009

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a Judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

Office of the Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 15853
(814) 765-2641 x5988

Daniel J. Nelson
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
P.O. Box 186
Harrisburg, PA 17108
(800) 692-7375

Marlene Powers
MARLENE POWERS
Legal Assistant

PHELAN HALLINAN & SCHMIEG, LLP
By: LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
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ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

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SUCCESSOR TO LASALLE BANK NATIONAL
ASSOCIATION, AS TRUSTEE UNDER THE POOLING
AND SERVICING AGREEMENT, DATED AS OF
APRIL 1, 2002, AMONG ASSET BACKED FUNDING
CORPORATION, LITTON LOAN SERVICING LP AND
LASALLE BANK NATIONAL ASSOCIATION

Plaintiff

v.

MARK A. HOOVER
JOYCE E. HOOVER

Defendant(s)

TO: MARK A. HOOVER
34 BIGLER CEMETERY ROAD,, A/K/A RR 1 BOX 269
WOODLAND, PA 16881-8169

DATE OF NOTICE: March 19, 2009

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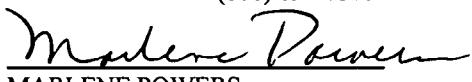
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MARLENE POWERS
Legal Assistant

PHELAN HALLINAN & SCHMIEG, LLP
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ATTORNEY FOR PLAINTIFF

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ASSOCIATION, AS TRUSTEE UNDER THE POOLING
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APRIL 1, 2002, AMONG ASSET BACKED FUNDING
CORPORATION, LITTON LOAN SERVICING LP AND
LASALLE BANK NATIONAL ASSOCIATION

Plaintiff

v.

MARK A. HOOVER
JOYCE E. HOOVER

Defendant(s)

TO: JOYCE E. HOOVER
6055 SPRING HOUSE PL, APT A21
BRIDGEVILLE, PA 15017-3508

DATE OF NOTICE: March 19, 2009

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

COPY

IMPORTANT NOTICE

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a Judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

Office of the Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 15853
(814) 765-2641 x5988

Daniel J. Nelson
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
P.O. Box 186
Harrisburg, PA 17108
(800) 692-7375

Marlene Powers
MARLENE POWERS
Legal Assistant

Phelan Hallinan & Schmieg, LLP
By: Daniel G. Schmieg, Esquire
Identification No. 62205
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

Attorney for Plaintiff

**U.S. BANK NATIONAL ASSOCIATION
AS SUCCESSOR TO LASALLE BANK
NATIONAL ASSOCIATION, AS
TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT, DATED AS
OF APRIL 1, 2002, AMONG ASSET
BACKED FUNDING CORPORATION,
LITTON LOAN SERVICING LP AND
LASALLE BANK NATIONAL
ASSOCIATION**

: **CLEARFIELD COUNTY**
: **COURT OF COMMON PLEAS**
: **CIVIL DIVISION**
: **No. 2008-1905-CD**
:

vs.

**MARK A. HOOVER
JOYCE E. HOOVER**

VERIFICATION OF NON-MILITARY SERVICE

Daniel G. Schmieg, Esquire, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) that defendant MARK A. HOOVER is over 18 years of age and resides at 34 BIGLER CEMETERY ROAD A/K/A RR 1 BCX 269, WOODLAND, PA 16881-8169.

(c) that defendant JOYCE E. HOOVER is over 18 years of age and resides at 6055 SPRING HOUSE PLACE, APT. A21, BRIDGEVILLE, PA 15017.

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



Daniel G. Schmieg, Esquire
Attorney for Plaintiff

COPY

(Rule of Civil Procedure No. 236) – Revised

**U.S. BANK NATIONAL ASSOCIATION
AS SUCCESSOR TO LASALLE BANK
NATIONAL ASSOCIATION, AS
TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT, DATED AS
OF APRIL 1, 2002, AMONG ASSET
BACKED FUNDING CORPORATION,
LITTON LOAN SERVICING LP AND
LASALLE BANK NATIONAL
ASSOCIATION**

vs.

**MARK A. HOOVER
JOYCE E. HOOVER**

Notice is given that a Judgment in the above captioned matter has been entered
against you on April 13, 2009

By: William H. Shanahan DEPUTY

If you have any questions concerning this matter please contact:


Daniel G. Schmieg, Esquire
Attorney or Party Filing
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

**** THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU
HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS IS NOT AND
SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT
ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.****

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105223
NO: 08-1905-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR
VS.
DEFENDANT: MARK A. HOOVER and JOYCE E. HOOVER

SHERIFF RETURN

NOW, February 06, 2009, SHERIFF OF ALLEGHENY COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON
JOYCE E. HOOVER.

NOW, February 11, 2009 AT 3:45 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON
JOYCE E. HOOVER, DEFENDANT. THE RETURN OF ALLEGHENY COUNTY IS HERETO ATTACHED AND MADE
PART OF THIS RETURN.

FILED
07/3/2009
APR 07 2009
WAS
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105223
NO: 08-1905-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR
vs.
DEFENDANT: MARK A. HOOVER and JOYCE E. HOOVER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	772681	20.00
SHERIFF HAWKINS	PHELAN	772681	22.50
ALLEGHENY CO.	PHELAN	772672	75.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2009



Chester A. Hawkins
Sheriff

ALLEGHENY.EFILINGS@FEDPHE.COM
ALLEGHENY COUNTY SHERIFF'S DEPARTMENT
 436 GRANT STREET
 PITTSBURGH, PA 15219-2496
 PHONE (412)350-4700
 FAX (412) 350-6388

[Signature]
PETER R. DEFAZIO
 Sheriff

WILLIAM MULLEN
 Chief Deputy

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR TO
 LASALLE BANK NATIONAL ASSOCIATION
 VS.

CASE #: 2008 1905- CD
 EXPIRES: _____

DEFT: DEFT: MARK A. HOOVER
 DEFT: JOYCE E. HOOVER

SERVE: JOYCE E. HOOVER
 ADDRESS: 6055 SPRING HOUSE LANE, APT. A-21
 SOUTH FAYETTE, PA 15017

- SUMMONS/PRAECLP
- SEIZURE OR POSSESSION
- NOTICE AND COMPLAINT
- REVIVAL OR SCI FA
- INTERROGATORIES
- EXECUTION · LEVY OR GARNISHEE
- OTHER _____

DEFT. DIVORCED ONE CANNOT ACCEPT SVC FOR THE OTHER

MUNICIPALITY or CITY WARD: BOROUGH OF BALDWIN ATTY: FRANCIS S. HALLINAN, ESQUIRE
 DATE: 02/03/2009 ADDRESS: 1617 JKF BLVD. STE 1400
 ATTY'S PHONE: 215-563-7000 PHILADELPHIA, PA 19103

INDICATE TYPE OF SERVICE: PERSONAL PERSON IN CHARGE DEPUTIZE MAIL POSTED OTHER LEVY SEIZED & STORED

NOW: 20 I, SHERIFF OF ALLEGHENY COUNTY, PA do hereby depature the Sheriff of _____ County to execute this Writ and make return thereof according to law

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, with out liability on the part of such deputy herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

Seize, levy, advertise and sell the personal property of the defendant on the premises located at: _____

MAKE	MODEL	MOTOR NUMBER	SERIAL NUMBER	LICENSE NUMBER
_____	_____	_____	_____	_____

SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY and RETURN that on the 11 day of February 20 09, at
3:45 o'clock, A.M./P.M. Address Above/ Address Below, County of Allegheny, Pennsylvania.

I have served in the manner Described below:

Defendant(s) personally served.

- Adult family member with whom said Defendant(s) reside(s). Name & Relationship _____
- Adult in charge of Defendant's residence who refused to give name or relationship _____
- Manger/other person authorized to accept deliveries of United States Mail _____
- Agent or person in charge of Defendant(s) office or usual place of business.

Other _____

Property Posted _____

Defendant not found because: Moved Unknown No Answer Vacant Other _____
 Certified Mail Receipt _____ Envelope Returned _____ Neither receipt or envelope returned: writ expired _____
 Regular Mail Why _____

You are hereby notified that on _____, _____, levy was made in the case of _____
 Possession/Sale has been set for _____, 20 _____ at _____ o'clock

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.

ATTEMPTS _____ / _____ / _____ / _____ / _____ / _____

Additional Costs Due \$ _____ This is
 Placed on writ when returned to Prothonotary. Please check
 Before satisfying case.

Affirmed and subscribed before me

This _____ day of _____ 20 _____

PETER R. DEFAZIO, Sheriff

BY: Richard J. Thomas
 (DEPUTY)

DISTRICT: PA

Notary



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

OFFICE (814) 765-2641
FAX (814) 765-5915
ROBERT SNYDER
CHIEF DEPUTY
MARILYN HAMM
DEPT. CLERK
CYNTHIA AUGHENBAUGH
OFFICE MANAGER
KAREN BAUGHMAN
CLERK TYPIST
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 105223

TERM & NO. 08-1905-CD

U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR

COMPLAINT IN MORTGAGE FORECLOSURE

VS.

MARK A. HOOVER and JOYCE E. HOOVER

**SERVE BY: 03/07/09
COURT DATE:**

MAKE REFUND PAYABLE TO PHELAN HALLINAN & SCHMIEG, ESQ.

SERVE: JOYCE E. HOOVER

ADDRESS: 6055 SPRING HOUSE LANE, APT A-21, SOUTH FAYETTE, PA 15107

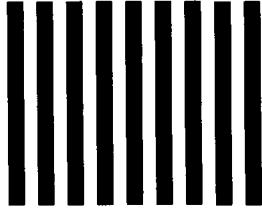
Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF ALLEGHENY COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, February 06, 2009.

RESPECTFULLY,

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

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



POSTAGE WILL BE PAID BY ADDRESSEE

PHELAN HALLINAN & SCHMIEG LLP
ONE PENN CENTER AT SUBURBAN STATION
1617 JFK BLVD STE 1400
PHILADELPHIA, PA 19103-9897

mjt



WARD_INFO

SPRING GROVE	AV	700	799 B	182	31	15215
SPRING GROVE	RD	100	199 B	185	34	15235
SPRING HOLLOW	CT	52	66 B	190	80	15239
SPRING HOUSE	EX	6050	6055 B	204	46	15017
SPRING RUN	RD	1200	1699 B	172	25	15108
SPRING RUN	RD	454	599 B	127	6	15108

Probationary Clerk of Courts
William A. Sraw

APR 07 2009

FILED

5
FILED NOCC
MAY 07 2009
10:37 AM
BCD
William A. Shaw
Prothonotary/Clerk of Courts

Phelan Hallinan & Schmieg, LLP
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
Michele M. Bradford, Esq., Id. No. 69849
Judith T. Romano, Esq., Id. No. 58745
Sheetal R. Shah-Jani, Esq., Id. No. 81760
Jenine R. Davey, Esq., Id. No. 87077
Lauren R. Tabas, Esq., Id. No. 93337
Vivek Srivastava, Esq., Id. No. 202331
Jay B. Jones, Esq., Id. No. 86657
Peter J. Mulcahy, Esq., Id. No. 61791
Andrew L. Spivack, Esq., Id. No. 84439
Jaime McGuinness, Esq., Id. No. 90134
Chrisovalante P. Fliakos, Esq., Id. No. 94620
Joshua I. Goldman, Esq., Id. No. 205047
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

ATTORNEY FOR PLAINTIFF

U.S. BANK NATIONAL ASSOCIATION AS
SUCCESSOR TO LASALLE BANK NATIONAL
ASSOCIATION, AS TRUSTEE UNDER THE
POOLING AND SERVICING AGREEMENT,
DATED AS OF APRIL 1, 2002, AMONG ASSET
BACKED FUNDING CORPORATION, LITTON
LOAN SERVICING LP AND LASALLE BANK
NATIONAL ASSOCIATION

Plaintiff

: Court of Common Pleas
: Civil Division
: CLEARFIELD County
: No. 2008-1905-CD

v.

MARK A. HOOVER
JOYCE E. HOOVER
Defendants

PLAINTIFF'S MOTION TO REASSESS DAMAGES

Plaintiff, by its Attorneys, Phelan Hallinan & Schmieg, LLP, moves the Court to direct the Prothonotary to amend the judgment in this matter, and in support thereof avers the following:

1. Plaintiff commenced this foreclosure action by filing a Complaint on October 7, 2008, a true and correct copy of which is attached hereto, made part hereof, and marked as Exhibit "A".
2. Judgment was entered on April 13, 2009 in the amount of \$80,873.93. A true and correct copy of the praecipe for judgment is attached hereto, made part hereof, and marked as Exhibit "B".
3. Pursuant to Pennsylvania Rule of Civil Procedure 1037(b)(1), a default judgment containing a dollar amount must be entered for the amount claimed in the complaint and any item which can be calculated from the complaint, i.e. bringing the interest current. However, new items cannot be added at the time of entry of the judgment.
4. The Property is listed for Sheriff's Sale on July 10, 2009.
5. Additional sums have been incurred or expended on Defendants' behalf since the Complaint was filed and Defendants have been given credit for any payments that have been made since the judgment. The amount of damages should now read as follows:

Principal Balance	\$70,945.65
Interest Through July 10, 2009	\$8,671.56
Per Diem \$15.55	
Late Charges	\$915.42
Legal fees	\$1,300.00
Cost of Suit and Title	\$1,767.00
Sheriff's Sale Costs	\$0.00
Property Inspections/ Property Preservation	\$134.50
Appraisal/Brokers Fee Opinion	\$0.00
Mortgage Insurance Premium /	\$0.00

Private Mortgage Insurance	
Non Sufficient Funds Charge	\$0.00
Suspense/Misc. Credits	(\$0.00)
Escrow Deficit	<u>\$2,613.20</u>
TOTAL	\$86,347.33

6. The judgment formerly entered is insufficient to satisfy the amounts due on the Mortgage.

7. Under the terms of the Mortgage and Pennsylvania law, Plaintiff is entitled to inclusion of the figures set forth above in the amount of judgment against the Defendants.

8. Plaintiff's foreclosure judgment is in rem only and does not include personal liability, as addressed in Plaintiff's attached brief.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court amend the judgment as requested.

DATE: 5-6-09

By: Jaime McGuinness

Phelan Hallinan & Schmieg, LLP

Lawrence T. Phelan, Esquire
 Francis S. Hallinan, Esquire
 Daniel G. Schmieg, Esquire
 Michele M. Bradford, Esquire
 Judith T. Romano, Esquire
 Sheetal R. Shah-Jani, Esquire
 Jenine R. Davey, Esquire
 Lauren R. Tabas, Esquire
 Vivek Srivastava, Esquire
 Jay B. Jones, Esquire
 Peter J. Mulcahy, Esquire
 Andrew L. Spivack, Esquire
 Jaime McGuinness, Esquire
 Chrisovalante P. Fliakos, Esquire
 Joshua I. Goldman, Esquire
 ATTORNEY FOR PLAINTIFF

Exhibit “A”

OCT 07 2008

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
MICHELE M. BRADFORD, ESQ., Id. No. 69849
JUDITH T. ROMANO, ESQ., Id. No. 58745
SHEETAL SHAH-JANI, ESQ., Id. No. 81760
JENINE R. DAVEY, ESQ., Id. No. 87077
LAUREN R. TABAS, ESQ., Id. No. 93337
VIVEK SRIVASTAVA, ESQ., Id. No. 202331
JAY B. JONES, ESQ., Id. No. 86657
PETER MULCAHY, ESQ., Id. No. 61791
ANDREW SPIVACK, ESQ., Id. No. 84439
JAIME MCGUINNESS, ESQ., Id. No. 90134
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

187234

U.S. BANK NATIONAL ASSOCIATION AS
SUCCESSOR TO LASALLE BANK NATIONAL
ASSOCIATION, AS TRUSTEE UNDER THE
POOLING AND SERVICING AGREEMENT, DATED
AS OF APRIL 1, 2002, AMONG ASSET BACKED
FUNDING CORPORATION, LITTON LOAN
SERVICING LP AND LASALLE BANK NATIONAL
ASSOCIATION
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226

Plaintiff

v.

MARK A. HOOVER
JOYCE E. HOOVER
34 BIGLER CEMETERY ROAD
A/K/A RR 1 BOX 269
WOODLAND, PA 16881-8169

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2008-1905-CO

CLEARFIELD COUNTY

We hereby certify the
within to be a true and
correct copy of the
original filed of record

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

ATTORNEY FILE COPY
PLEASE RETURN

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
Daniel J. Nelson, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE
RECEIVED FROM THIS OFFICE, BE ADVISED THAT:**

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),
DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE
DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S)
DO SO IN WRITING WITHIN THIRTY (30) DAYS OF
RECEIPT OF THIS PLEADING, COUNSEL FOR
PLAINTIFF WILL OBTAIN AND PROVIDE
DEFENDANT(S) WITH WRITTEN VERIFICATION
THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED
TO BE VALID. LIKEWISE, IF REQUESTED WITHIN
THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING,
COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S)
THE NAME AND ADDRESS OF THE ORIGINAL
CREDITOR, IF DIFFERENT FROM ABOVE.**

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL
THE END OF THE THIRTY (30) DAY PERIOD
FOLLOWING FIRST CONTACT WITH YOU BEFORE
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH**

**THE LAW PROVIDES THAT YOUR ANSWER TO THIS
COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN
TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION
OF THAT TIME. FURTHERMORE, NO REQUEST WILL
BE MADE TO THE COURT FOR A JUDGMENT UNTIL
THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU
HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF
YOU REQUEST PROOF OF THE DEBT OR THE NAME
AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN
THE THIRTY (30) DAY PERIOD THAT BEGINS UPON
YOUR RECEIPT OF THIS COMPLAINT, THE LAW
REQUIRES US TO CEASE OUR EFFORTS (THROUGH
LITIGATION OR OTHERWISE) TO COLLECT THE DEBT
UNTIL WE MAIL THE REQUESTED INFORMATION TO
YOU. YOU SHOULD CONSULT AN ATTORNEY FOR
ADVICE CONCERNING YOUR RIGHTS AND
OBLIGATIONS IN THIS SUIT.**

**IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A
DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT
A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON
REAL ESTATE.**

1. Plaintiff is

U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT, DATED AS OF APRIL 1, 2002, AMONG ASSET BACKED FUNDING CORPORATION, LITTON LOAN SERVICING LP AND LASALLE BANK NATIONAL ASSOCIATION
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226

2. The name(s) and last known address(es) of the Defendant(s) are:

MARK A. HOOVER
JOYCE E. HOOVER
34 BIGLER CEMETERY ROAD
A/K/A RR 1 BOX 269
WOODLAND, PA 16881-8169

who is/are the mortgagor(s) and/or real owner(s) of the property hereinafter described.

3. On 11/03/2001 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to ALLIANCE FUNDING, A DIVISION OF SUPERIOR FEDERAL BANK, FSB which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200118117. The PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
4. The premises subject to said mortgage is described as attached.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 02/01/2008 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$70,945.65
Interest 01/01/2008 through 10/06/2008 (Per Diem \$15.55)	\$4,354.00
Attorney's Fees	\$1,250.00
Cumulative Late Charges 11/03/2001 to 10/06/2008	\$194.18
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$77,293.83
Escrow	
Credit	\$0.00
Deficit	\$827.75
Subtotal	<u>\$827.75</u>
TOTAL	\$78,121.58

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.
9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

10. The action does not come under Act 6 of 1974 because the original mortgage amount exceeds the dollar amount provided in the statute.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$78,121.58, together with interest from 10/06/2008 at the rate of \$15.55 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By James McGuinness 70139

LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
MICHELE M. BRADFORD, ESQUIRE
JUDITH T. ROMANO, ESQUIRE
SHEETAL R. SHAH-JANI, ESQUIRE
JENINE R. DAVEY, ESQUIRE
LAUREN R. TABAS, ESQUIRE
VIVEK SRIVASTAVA, ESQUIRE
JAY B. JONES, ESQUIRE
PETER MULCAHY, ESQUIRE
ANDREW SPIVACK, ESQUIRE
JAIME MCGUINNESS, ESQUIRE

Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land with a residential dwelling and other improvements thereon located in the Village of Bigler, Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner on the North right-of-way line of the Bigler Allport cutoff or State Highway Route 668 leading from Bigler to Allport. Said right-of-way line being 30.0 feet from the centerline thereof. Said iron pin being the southwest corner of lands now or formerly of Edward J. and Pauline Boron. Said corner being further located (S. 78 degrees 54 minutes E., (250.0) feet from the centerline of State Highway Route 322 at the Bigler redlight; THENCE by said right-of-way line North seventy-eight degrees fifty-four minutes west (N. 78 degrees 54 minutes W.) seventy-eight and seven tenths (78.7) feet to an iron pin corner; THENCE still by said right-of-way line North eleven degrees six minutes East (N. 11 degrees 06 minutes E.) thirty (30.0) feet to a stake corner on the East right-of-way of a Township Road leading from said Route to the Bigler Cemetery and water tank; THENCE by said right-of-way line North thirty-seven degrees thirty-five minutes East (N. 37 degrees 35 minutes E.) one hundred eighty-three and eight tenths (183.8) feet to an iron pin corner on said right-of-way and the Southwest corner of a parcel of land conveyed by George A. and Ruth J. Jordan to George A. Jordan, III and Gwendolyn M. Jordan; THENCE by said lot, South eighty-five degrees fifty-five minutes East (S. 85 degrees 55 minutes E.) one hundred (100.0) feet to a corner of said lot and the line of lands now or formerly of said Edward J. and Pauline Boron; THENCE by said Boron lands, South thirty-seven degrees twenty-seven minutes West (S. 37 degrees 27 minutes W.) two hundred thirty-one (231.0) feet to an iron pin corner and the place of beginning.

EXCEPTING AND RESERVING such exceptions and reservations as are contained in the chain of title hereto.

UNDER AND SUBJECT to all conditions, restrictions, covenants, limitations, leases, agreements, rights-of-way and easements which are of record in Clearfield County, Pennsylvania.

BEING the same premises which Michael D. Jordan and Bonnie L. Jordan, husband and wife, and Cindy Jordan, an adult individual, by Deed dated October 11, 1991 and recorded October 16, 1991 in Clearfield County in Deed Book Volume 1424 at Page 121, granted and conveyed unto Mark A. Hoover and Joyce E. Hoover, husband and wife.

PARCEL#: 106-009-000-00108

PROPERTY BEING: 34 BIGLER CEMETERY ROAD

VERIFICATION

I hereby state that I am the attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the Court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that I am authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of my knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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

June M. Jannus

Attorney for Plaintiff 90734

DATE: 10/4/08

Exhibit “B”

Phelan Hallinan & Schmieg, LLP
By: Daniel G. Schmieg, Esquire
Identification No. 62205
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

U.S. BANK NATIONAL ASSOCIATION AS
SUCCESSOR TO LASALLE BANK NATIONAL
ASSOCIATION, AS TRUSTEE UNDER THE
POOLING AND SERVICING AGREEMENT,
DATED AS OF APRIL 1, 2002, AMONG ASSET
BACKED FUNDING CORPORATION, LITTON
LOAN SERVICING LP AND LASALLE BANK
NATIONAL ASSOCIATION

vs.

MARK A. HOOVER
34 BIGLER CEMETERY ROAD
A/K/A RR 1 BOX 269
WOODLAND, PA 16881-8169

JOYCE E. HOOVER
34 BIGLER CEMETERY ROAD
6055 SPRING HOUSE PLACE, APT. A21
BRIDGEVILLE, PA 15017

PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against MARK A. HOOVER, and JOYCE E. HOOVER, Defendant(s) 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	\$78,121.58
Interest - 10/07/2008 to 04/01/2009	<u>\$2,752.35</u>
TOTAL	\$80,873.93

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

Daniel G. Schmieg
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.
DATE: 4/13/09

John L. Schmieg
PRO PROTHY

VERIFICATION

I hereby state that I am the attorney for Plaintiff in this action, that I am authorized to make this verification, and that the statements made in the foregoing Motion to Reassess Damages are true and correct to the best of my knowledge, information and belief. The undersigned understands that this statement herein is made subject to the sworn penalties of 18 Pa.C.S. 4904 relating to the unsworn falsification of authorities.

DATE: 5-6-09

By:

Jaime McGuinness

Lawrence T. Phelan, Esquire
Francis S. Hallinan, Esquire
Daniel G. Schmieg, Esquire
Michele M. Bradford, Esquire
Judith T. Romano, Esquire
Sheetal R. Shah-Jani, Esquire
Jenine R. Davey, Esquire
Lauren R. Tabas, Esquire
Vivek Srivastava, Esquire
Jay B. Jones, Esquire
Peter J. Mulcahy, Esquire
Andrew L. Spivack, Esquire
Jaime McGuinness, Esquire
Chrisovalante P. Fliakos, Esquire
Joshua I. Goldman, Esquire
ATTORNEY FOR PLAINTIFF

Phelan Hallinan & Schmieg, LLP
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
Michele M. Bradford, Esq., Id. No. 69849
Judith T. Romano, Esq., Id. No. 58745
Sheetal R. Shah-Jani, Esq., Id. No. 81760
Jenine R. Davey, Esq., Id. No. 87077
Lauren R. Tabas, Esq., Id. No. 93337
Vivek Srivastava, Esq., Id. No. 202331
Jay B. Jones, Esq., Id. No. 86657
Peter J. Mulcahy, Esq., Id. No. 61791
Andrew L. Spivack, Esq., Id. No. 84439
Jaime McGuinness, Esq., Id. No. 90134
Chrisovalante P. Fliakos, Esq., Id. No. 94620
Joshua I. Goldman, Esq., Id. No. 205047
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

ATTORNEY FOR PLAINTIFF

U.S. BANK NATIONAL ASSOCIATION AS	:	Court of Common Pleas
SUCCESSOR TO LASALLE BANK NATIONAL	:	
ASSOCIATION, AS TRUSTEE UNDER THE	:	Civil Division
POOLING AND SERVICING AGREEMENT,	:	
DATED AS OF APRIL 1, 2002, AMONG ASSET	:	CLEARFIELD County
BACKED FUNDING CORPORATION, LITTON	:	
LOAN SERVICING LP AND LASALLE BANK	:	No. 2008-1905-CD
NATIONAL ASSOCIATION	:	
Plaintiff	:	

v.

MARK A. HOOVER
JOYCE E. HOOVER
Defendants

CERTIFICATION OF SERVICE

I hereby certify that true and correct copies of Plaintiff's Motion to Reassess Damages, and Brief in Support thereof were sent to the following individuals on the date indicated below.

MARK A. HOOVER
JOYCE E. HOOVER
34 BIGLER CEMETERY ROAD,
A/K/A RR 1 BOX 269
WOODLAND, PA 16881-8169

JOYCE E. HOOVER
6055 SPRING HOUSE PL
APT A21
BRIDGEVILLE, PA 15017-3508

MARK A. HOOVER
JOYCE E. HOOVER
5491 COUNTY ROAD 155
HIGDON, AL 35979

DATE: 5-6-09

Phelan Hallinan & Schmieg, LLP

By: James M. McGuinness

Lawrence T. Phelan, Esquire
Francis S. Hallinan, Esquire
Daniel G. Schmieg, Esquire
Michele M. Bradford, Esquire
Judith T. Romano, Esquire
Sheetal R. Shah-Jani, Esquire
Jenine R. Davey, Esquire
Lauren R. Tabas, Esquire
Vivek Srivastava, Esquire
Jay B. Jones, Esquire
Peter J. Mulcahy, Esquire
Andrew L. Spivack, Esquire
Jaime McGuinness, Esquire
Chrisovalante P. Fliakos, Esquire
Joshua I. Goldman, Esquire
ATTORNEY FOR PLAINTIFF

FILED

070530
MAY 11 2009

William A. Shaw
Prothonotary/Clerk of Courts

61

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION AS : Court of Common Pleas
SUCCESSOR TO LASALLE BANK NATIONAL :
ASSOCIATION, AS TRUSTEE UNDER THE : Civil Division
POOLING AND SERVICING AGREEMENT, :
DATED AS OF APRIL 1, 2002, AMONG ASSET : CLEARFIELD County
BACKED FUNDING CORPORATION, LITTON :
LOAN SERVICING LP AND LASALLE BANK : Nc 2008-1905-CD
NATIONAL ASSOCIATION :
Plaintiff

v.

MARK A. HOOVER
JOYCE E. HOOVER

Defendants

RULE

AND NOW, this 8 day of May 2009, a Rule is entered upon the
Defendants to show cause why an Order should not be entered granting Plaintiff's Motion to
Reassess Damages.

Rule Returnable on the 18th day of June 2009, at 2:45 p.m. in the Clearfield
County Courthouse, Clearfield, Pennsylvania. Courtroom #1

BY THE COURT

John McGuire
J.

87234

FILED

MAY 11 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5/11/09

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney Other

Special Instructions:

FILED 

MAY 19 2009

11:40 AM

William A. Shaw

Prothonotary/Clerk of Courts

No C/C

Phelan Hallinan & Schmieg, LLP
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
Michele M. Bradford, Esq., Id. No. 69849
Judith T. Romano, Esq., Id. No. 58745
Sheetal R. Shah-Jani, Esq., Id. No. 81760
Jenine R. Davey, Esq., Id. No. 87077
Lauren R. Tabas, Esq., Id. No. 93337
Vivek Srivastava, Esq., Id. No. 202331
Jay B. Jones, Esq., Id. No. 86657
Peter J. Mulcahy, Esq., Id. No. 61791
Andrew L. Spivack, Esq., Id. No. 84439
Jaime McGuinness, Esq., Id. No. 90134
Chrisovalante P. Fliakos, Esq., Id. No. 94620
Joshua I. Goldman, Esq., Id. No. 205047
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

ATTORNEY FOR PLAINTIFF

U.S. BANK NATIONAL ASSOCIATION AS : Court of Common Pleas
SUCCESSOR TO LASALLE BANK NATIONAL :
ASSOCIATION, AS TRUSTEE UNDER THE : Civil Division
POOLING AND SERVICING AGREEMENT, :
DATED AS OF APRIL 1, 2002, AMONG ASSET : CLEARFIELD County
BACKED FUNDING CORPORATION, LITTON :
LOAN SERVICING LP AND LASALLE BANK :
NATIONAL ASSOCIATION : No. 2008-1905-CD

Plaintiff

v.

MARK A. HOOVER
JOYCE E. HOOVER

Defendants

CERTIFICATION OF SERVICE

I hereby certify that a true and correct copy of the Court's May 8, 2009 Rule directing the Defendants to show cause as to why Plaintiff's Motion to Reassess Damages should not be granted was served upon the following individuals on the date indicated below.

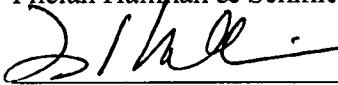
MARK A. HOOVER
JOYCE E. HOOVER
34 BIGLER CEMETERY ROAD,
A/K/A RR 1 BOX 269
WOODLAND, PA 16881-8169

JOYCE E. HOOVER
6055 SPRING HOUSE PL
APT A21
BRIDGEVILLE, PA 15017-3508

MARK A. HOOVER
JOYCE E. HOOVER
5491 COUNTY ROAD 155
HIGDON, AL 35979

DATE: 5-14-2009

Phelan Hallinan & Schmieg, LLP

By: 

Lawrence T. Phelan, Esquire
Francis S. Hallinan, Esquire
Daniel G. Schmieg, Esquire
Michele M. Bradford, Esquire
Judith T. Romano, Esquire
Sheetal R. Shah-Jani, Esquire
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Peter J. Mulcahy, Esquire
Andrew L. Spivack, Esquire
Jaime McGuinness, Esquire
Chrisovalante P. Fliakos, Esquire
Joshua I. Goldman, Esquire
ATTORNEY FOR PLAINTIFF

U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR
TO LASALLE BANK NATIONAL ASSOCIATION, AS
TRUSTEE UNDER THE POOLING AND SERVICING
AGREEMENT, DATED AS APRIL 1, 2002, AMONG ASSET
BACKED FUNDING CORPORATION, LITTON LOAN
SERVICING LP AND LASALLE BANK NATIONAL
ASSOCIATION

vs.

MARK A. HOOVER
JOYCE E. HOOVER

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL DIVISION
: NO. 08-1905-CD

:

**AFFIDAVIT PURSUANT TO RULE 3129.1
AND RETURN OF SERVICE PURSUANT TO
Pa. R.C.P. 3129.1 OF NOTICE OF SALE**

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

)

SS:

I, the undersigned attorney for U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR TO
LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT, DATED AS APRIL 1, 2002, AMONG ASSET BACKED FUNDING
CORPORATION, LITTON LOAN SERVICING LP AND LASALLE BANK NATIONAL ASSOCIATION
herby verifies as follows:

As required by Pa. R.C.P. 3129.1 (a), Notice of Sale has been given to all known Lienholders and any
known interested party in the manner required by Pa. R.C.P. 3129.2(c) on each of the persons or parties named, at
that address set forth on the Affidavit and as amended if applicable. A copy of the Certificate of Mailing (Form
3817) and/or Certified Mail Return Receipt stamped by the U.S. Postal Service is attached hereto as Exhibit "A".

DATE: 6/10/2009

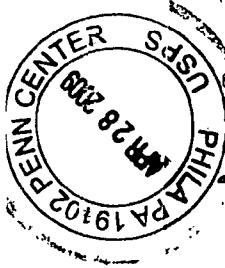
By: John Phelan
Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
Michele M. Bradford, Esq., Id. No. 69849
Judith T. Romano, Esq., Id. No. 58745
Sheetal R. Shah-Jani, Esq., Id. No. 81760
Jenine R. Davey, Esq., Id. No. 87077
Lauren R. Tabas, Esq., Id. No. 93337
Vivek Srivastava, Esq., Id. No. 202331
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Andrew L. Spivack, Esq., Id. No. 84439
Jaime McGuinness, Esq., Id. No. 90134
Chrisovalante P. Fliakos, Esq., Id. No. 94620
Joshua I. Goldman, Esq., Id. No. 205047
Courtenay R. Dunn, Esq., Id. No. 206779
Attorneys for Plaintiff

FILED NO CC
MAY 11 2009

William A. Shaw
Prothonotary/Clerk of Courts

Name and
Address
of Sender

COS
PHELAN HALLINAN & SCHMIEG
One Penn Center at Suburban Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814



Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1		TENANT/OCCUPANT 34 BIGLER CEMENTERY ROAD A/K/A RR1 BOX 269 WOODLAND, PA 16881-8169		
2		DOMESTIC RELATIONS CLEARFIELD COUNTY CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830		
3		COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF WELFARE PO BOX 2675 HARRISBURG, PA 17105		
4		Commonwealth of Pennsylvania, Bureau of Individual Tax Inheritance Tax Division, 6 th Floor, Strawberry Sq., Dept 28061 Harrisburg, PA 17128		
5		Internal Revenue Service, Federated Investors Tower 13 TH Floor, Suite 1300, 1001 Liberty Avenue Pittsburgh, PA 15222		
6		Department of Public Welfare, TPL Casualty Unit Estate Recovery Program, P.O. Box 8486, Willow Oak Building Harrisburg, PA 17105		
7		FNB CONSUMER DISCOUNT COMPANY 904 BEAVER DRIVE P.O. BOX 830 DUBOIS, PA 15801		
8				
9				
10				
11				
12	JVS	Re: MARK A. HOOVER	187234	TEAM 3
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	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 insurance. See Domestic Mail Manual R900, S913 and S921 for limitations of coverage.

02 1M
\$ 02.78
0004218010 APR 28 2009
PRINCE BOWES
MAILED FROM ZIP CODE 19103
UNITED STATES POSTAGE



PRAECIPE FOR WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)
Pa.R.C.P. 3180-3183

U.S. BANK NATIONAL
ASSOCIATION AS SUCCESSOR
TO LASALLE BANK NATIONAL
ASSOCIATION, AS TRUSTEE
UNDER THE POOLING AND
SERVICING AGREEMENT,
DATED AS APRIL 1, 2002,
AMONG ASSET BACKED
FUNDING CORPORATION,
LITTON LOAN SERVICING LP
AND LASALLE BANK NATIONAL
ASSOCIATION

vs.

MARK A. HOOVER
JOYCE E. HOOVER

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 08-1905-CD.

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

'FILED

APR 20 2009

William A. Shaw
Prothonotary/Clerk of Courts

Atty pd. 20.00
1CC & Clerks w/
Prop. desc to
Sheriff

To the PROTHONOTARY:

Issue writ of execution in the above matter:

Amount Due

\$80,873.93
Prothonotary costs 140.00

Interest from 4/2/09 to Sale

\$ _____.

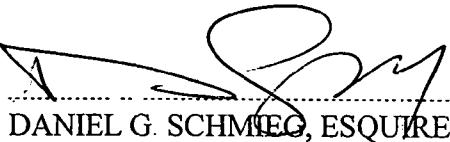
Per diem \$13.29

Add'l Costs

\$3,874.00

Writ Total

\$


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Note: Please attach description of Property.

187234

No. 08-1905-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

FILED

APR 20 2009

William A. Shaw
Prothonotary/Clerk of Courts

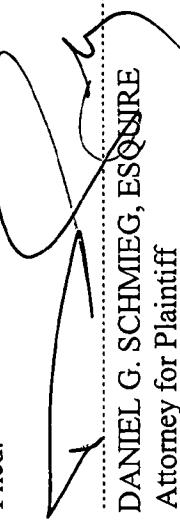
U.S. BANK NATIONAL ASSOCIATION AS
SUCCESSOR TO LASALLE BANK NATIONAL
ASSOCIATION, AS TRUSTEE UNDER THE
POOLING AND SERVICING AGREEMENT, DATED
AS APRIL 1, 2002, AMONG ASSET BACKED
FUNDING CORPORATION, LITTON LOAN
SERVICING LP AND LASALLE BANK NATIONAL
ASSOCIATION

vs.

MARK A. HOOVER
JOYCE E. HOOVER

PRAECLIPSE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

JOYCE E. HOOVER
6055 SPRING HOUSE PLACE APT A21
SOUTH FAYETTE, PA 15017-3508

Address: MARK A. HOOVER
34 BIGLER CEMETERY ROAD
A/K/A RR 1 BOX 269
WOODLAND, PA 16881-8169

PHELAN HALLINAN & SCHMIEG
By: **DANIEL G. SCHMIEG**
Identification No. 62205
Suite 1400
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

**U.S. BANK NATIONAL ASSOCIATION AS
SUCCESSOR TO LASALLE BANK
NATIONAL ASSOCIATION, AS TRUSTEE
UNDER THE POOLING AND SERVICING
AGREEMENT, DATED AS APRIL 1, 2002,
AMONG ASSET BACKED FUNDING
CORPORATION, LITTON LOAN
SERVICING LP AND LASALLE BANK
NATIONAL ASSOCIATION
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226**

**CLEARFIELD COUNTY
COURT OF COMMON PLEAS**

CIVIL DIVISION

NO. 08-1905-CD

**MARK A. HOOVER
JOYCE E. HOOVER
34 BIGLER CEMETERY ROAD A/K/A RR 1
BOX 269
WOODLAND, PA 16881-8169**

Defendant(s).

CERTIFICATION

DANIEL G. SCHMIEG, ESQUIRE, hereby states that he is the attorney for the Plaintiff in the above captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

- () an FHA Mortgage
- () non-owner occupied
- () vacant
- (X) Act 91 procedures have been fulfilled

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

DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

**U.S. BANK NATIONAL ASSOCIATION AS
SUCCESSOR TO LASALLE BANK
NATIONAL ASSOCIATION, AS TRUSTEE
UNDER THE POOLING AND SERVICING
AGREEMENT, DATED AS APRIL 1, 2002,
AMONG ASSET BACKED FUNDING
CORPORATION, LITTON LOAN
SERVICING LP AND LASALLE BANK
NATIONAL ASSOCIATION
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226**

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
CIVIL DIVISION
NO. 08-1905-CD

Plaintiff.

Y.

**MARK A. HOOVER
JOYCE E. HOOVER
34 BIGLER CEMETERY ROAD A/K/A RR 1
BOX 269
WOODLAND, PA 16881-8169**

Defendant(s).

AFFIDAVIT PURSUANT TO RULE 3129.1

U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT, DATED AS APRIL 1, 2002, AMONG ASSET BACKED FUNDING CORPORATION, LITTON LOAN SERVICING LP AND LASALLE BANK NATIONAL ASSOCIATION, Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQUIRE, sets forth as of the date the Praeclipe for the Writ of Execution was filed, the following information concerning the real property located at **34 BIGLER CEMENTERY ROAD A/K/A RR1 BOX 269, WOODLAND, PA 16881-8169**.

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

NAME

LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

MARK A. HOOVER

**34 BIGLER CEMETERY ROAD A/K/A RR 1
BOX 269
WOODLAND, PA 16881-8169**

JOYCE E. HOOVER

**34 BIGLER CEMETERY ROAD A/K/A RR 1
BOX 269
WOODLAND, PA 16881-8169**

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

NAME

LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

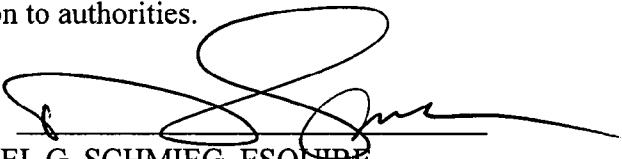
Same as Above

I verify that the statements made in this Affidavit are true and correct to the best of my

knowledge, information or belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A §4904 relating to unsworn falsification to authorities.

APRIL 16, 2009

Date


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

COPY

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

U.S. BANK NATIONAL
ASSOCIATION AS SUCCESSOR TO
LASALLE BANK NATIONAL
ASSOCIATION AS TRUSTEE
UNDER THE POOLING AND
SERVICING AGREEMENT, DATED
AS APRIL 1, 2002, AMONG ASSET
BACKED FUNDING CORPORATION,
LITTON LOAN SERVICING LP AND
LASALLE BANK NATIONAL
ASSOCIATION

vs.

MARK A. HOOVER

JOYCE E. HOOVER

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

PREMISES: 34 BIGLER CEMENTERY ROAD A/K/A RR1 BOX 269, WOODLAND, PA 16881-8169
(See Legal Description attached)

Amount Due	
Interest from 4/2/09 to Sale	\$80,873.93
Per ciem \$13.29	142.00
Add'l Costs	\$3,874.00
Writ Total	\$

Willie L. Hagan
.....
OFFICE OF THE PROTHONOTARY OF CLEARFIELD
COUNTY, PENNSYLVANIA

Dated 4/29/09
(SEAL)

No. 08-1905-CD.....

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR
TO LASALLE BANK NATIONAL ASSOCIATION, AS
TRUSTEE UNDER THE POOLING AND SERVICING
AGREEMENT, DATED AS APRIL 1, 2002, AMONG
ASSET BACKED FUNDING CORPORATION, LITTON
LOAN SERVICING LP AND LASALLE BANK
NATIONAL
ASSOCIATION
vs.

MARK A. HOOVER
JOYCE E. HOOVER

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

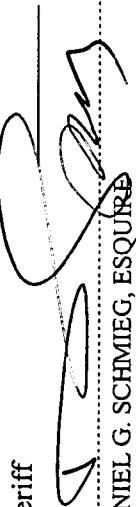
Real Debt \$80,873.93

Int. from 4/2/09
To Date of Sale (\$13.29 per diem)

Costs

Prothy Pd. 142.00

Sheriff


DANIEL G. SCHMITZ, ESQ.
Attorney for Plaintiff

JOYCE E. HOOVER
6055 SPRING HOUSE PLACE, APT A21
SOUTH FAYETTE, PA 15017-3508
A/K/A RR 1 BOX 269
WOODLAND, PA 16881-8169

LEGAL DESCRIPTION

ALL that certain piece or parcel of land with a residential dwelling and other improvements thereon located in the Village of Bigler, Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner on the North Right-of-Way line of the Bigler-Allport cutoff or State Highway Route 668 leading from Bigler to Allport. Said Right-of-Way line being 30.0 feet from the centerline thereof. Said iron pin being the Southwest corner of lands now or formerly of Edward J. and Pauline Boron. Said corner being further located (S 78 degrees 54 minutes E) (250.0) feet from the centerline of State Highway Route 322 at the Bigler red-light. THENCE by said Right-of-Way line North Seventy-eight degrees fifty-four minutes West (N 78 degrees 54 minutes W) seventy-eight and seven tenths (78.7) feet to an iron pin corner. THENCE still by said Right-of-Way line North eleven degrees six minutes East (N 11 degrees 06 minutes E) thirty (30.0) feet to a stake corner on the East Right-of-Way of a Township Road leading from said Route to the Bigler Cemetery and water tank. THENCE by said Right-of-Way line North thirty-seven degrees thirty-five minutes East (N 37 degrees 35 minutes E) one hundred eighty-three and eight tenths (183.8) feet to an iron pin corner on said Right-of-Way and the Southwest corner of a parcel of land conveyed by George A. and Ruth J. Jordan to George A. Jordan, III and Gwendolyn M. Jordan. THENCE by said lot, South eighty-five degrees fifty-five minutes East (S 85 degrees 55 minutes E) one hundred (100.0) feet to a corner of said lot and the line of lands now or formerly of said Edward J. and Pauline Boron.

THENCE by said Boron lands, South thirty-seven degrees twenty-seven minutes West (S 37 degrees 27 minutes W) two hundred thirty-one (231.0) feet to an iron pin corner and the place of beginning.

TITLE TO SAID PREMISES IS VESTED IN Mark A. Hoover and Joyce E. Hoover, h/w, as tenants by the entirety, by Deed from Michael D. Jordan and Bonnie L. Jordan, h/w and Cindy Jordan, an adult individual, dated 10/11/1991, recorded 10/16/1991 in Book 1424, Page 121.

Premises being: 34 BIGLER CEMENTERY ROAD A/K/A RR1 BOX 269
WOODLAND, PA 16881-8169

Tax Parcel No. 106-009-000-00108

AFFIDAVIT OF SERVICE

PLAINTIFF

U.S. BANK NATIONAL ASSOCIATION AS
SUCCESSOR TO LASALLE BANK NATIONAL
ASSOCIATION, AS TRUSTEE UNDER THE
POOLING AND SERVICING AGREEMENT,
DATED AS APRIL 1, 2002, AMONG ASSET
BACKED FUNDING CORPORATION, LITTON
LOAN SERVICING LP AND LASALLE BANK
NATIONAL ASSOCIATION

CLEARFIELD County
No. 08-1905-CD
Our File #: 187234

Type of Action
- Notice of Sheriff's Sale

Sale Date: JULY 10, 2009

DEFENDANT(S)

MARK A. HOOVER
JOYCE E. HOOVER

Please serve upon: MARK A. HOOVER

SERVE AT: 1821 CAVANDISH PLACE, APT. TA
PITTSBURG, PA 15220

SERVED

Served and made known to MARK A HOOVER, Defendant, on the 30 day of May,
2009, at 11:30 o'clock A.m., at 1821 CAVANDISH PLACE Apt TA

Commonwealth of Pennsylvania, in the manner described below:

5 **FILED**
M105830
JUN 09 2009
William A. Shaw
Prothonotary/Clerk of Courts

Defendant personally served.
 Adult family member with whom Defendant(s) reside(s). Relationship is _____.
 Adult in charge of Defendant(s)'s residence who refused to give name or relationship.
 Manager/Clerk of place of lodging in which Defendant(s) reside(s).
 Agent or person in charge of Defendant(s)'s office or usual place of business.
 _____ an officer of said Defendant(s)'s company.
 Other: _____

Description: Age 40 Height 5'10" Weight 215 Race Caucasian Sex M Other

I, C. D. LaFever, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed
before me this 30th day
of May, 2009

Notary: Mary Ellen Dean

C. D. LaFever

By:

NOT SERVED

ATTEMPT SERVICE NLT THREE (3) TIMES

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MARY ELLEN DEAN, Notary Public
On the May 2009, at _____
Chippewa Twp., Beaver County
My Commission Expires September 22, 2012

, 2009, at _____ o'clock A.m., Defendant NOT FOUND because:

1st attempt Date: _____ Time: _____, 2nd attempt Date: _____ Time: _____, 3rd attempt Date: _____ Time: _____
Other: _____

Sworn to and subscribed
before me this _____ day
of _____, 2009

Notary: Attorney for Plaintiff

DANIEL G. SCHMIEG, Esquire - I.D. No. 62205

One Penn Center at Suburban Station, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

AFFIDAVIT OF SERVICE

PLAINTIFF

U.S. BANK NATIONAL ASSOCIATION AS
SUCCESSOR TO LASALLE BANK NATIONAL
ASSOCIATION, AS TRUSTEE UNDER THE
POOLING AND SERVICING AGREEMENT,
DATED AS APRIL 1, 2002, AMONG ASSET
BACKED FUNDING CORPORATION, LITTON
LOAN SERVICING LP AND LASALLE BANK
NATIONAL ASSOCIATION

CLEARFIELD Cour.ty
No. 08-1905-CD
Our File #: 187234

Type of Action
- Notice of Sheriff's Sale

Sale Date: JULY 10, 2009

DEFENDANT(S)

MARK A. HOOVER
JOYCE E. HOOVER

Please serve upon: MARK A. HOOVER

SERVE AT: 6055 SPRING HOUSE PLACE, APT. A21
BRIDGEVILLE, PA 15017

SERVED

Served and made known to Mark Hoover, Defendant, on the 29th day of May,

2009 at 12:19, o'clock A.m., at 6055 Spring House Place A21
Bridgeville

Commonwealth of Pennsylvania, in the manner described below:

Defendant personally served.

Adult family member with whom Defendant(s) reside(s). Relationship is _____.

Adult in charge of Defendant(s)'s residence who refused to give name or relationship.

Manager/Clerk of place of lodging in which Defendant(s) reside(s).

Agent or person in charge of Defendant(s)'s office or usual place of business.

an officer of said Defendant(s)'s company.

Other: _____

Description: Age 54 Height 6'2" Weight 170 Race B Sex M Other

I, Jerome G. II, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed
before me this 19th day
of May, 2009

Notary: Mary Ellen Dean

By: Jerome G. II

NOT SERVED

ATTEMPT SERVICE NLT THREE (3) TIMES

NOTARIAL SEAL

MARY ELLEN DEAN, Notary Public

On the 19th day of May, 2009

Chippewa Twp., Beaver County

My Commission Expires September 22, 2012

No Answer Vacant

1st attempt Date: _____ Time: _____, 2nd attempt Date: _____ Time: _____, 3rd attempt Date: _____ Time: _____.

Other: _____

Sworn to and subscribed
before me this _____ day
of _____, 2009

Notary:

By:

Attorney for Plaintiff

DANIEL G. SCHMIEG, Esquire - I.D. No. 62205

One Penn Center at Suburban Station, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

FILED NO
M 10:58 AM
JUN 09 2009
William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT OF SERVICE

PLAINTIFF

U.S. BANK NATIONAL ASSOCIATION AS
SUCCESSOR TO LASALLE BANK NATIONAL
ASSOCIATION, AS TRUSTEE UNDER THE
POOLING AND SERVICING AGREEMENT,
DATED AS APRIL 1, 2002, AMONG ASSET
BACKED FUNDING CORPORATION, LITTON
LOAN SERVICING LP AND LASALLE BANK
NATIONAL ASSOCIATION

CLEARFIELD County
No. 08-1905-CD
Our File #: 187234

Type of Action
- Notice of Sheriff's Sale

Sale Date: JULY 10, 2009

FILED
MTO/5884
JUN 09 2009
S

William A. Shaw
Prothonotary/Clerk of Courts

DEFENDANT(S)

MARK A. HOOVER
JOYCE E. HOOVER

Please serve upon:

JOYCE E. HOOVER

SERVE AT:

6055 SPRING HOUSE PLACE, APT. A21
BRIDGEVILLE, PA 15017

SERVED

Served and made known to Joyce Hoover, Defendant, on the 29th day of May,
2009, at 12:19, o'clock A.m., at 6055 Spring House Place A21
Bridgeville

Commonwealth of Pennsylvania, in the manner described below:

Defendant personally served.
 Adult family member with whom Defendant(s) reside(s). Relationship is _____
 Adult in charge of Defendant(s)'s residence who refused to give name or relationship.
 Manager/Clerk of place of lodging in which Defendant(s) reside(s).
 Agent or person in charge of Defendant(s)'s office or usual place of business.
 _____ an officer of said Defendant(s)'s company.
 Other: _____

Description: Age 54 Height 5'2 Weight 190 Race B Sex M Other

I, Jerome G. H., a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed
before me this 19th day
of May, 2009

By: Jerome H.
NOT SERVED

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

MARY ELLEN DEAN, Notary Public
O'Chippewa Twp., Beaver County

My Commission Expires September 22, 2012

*****ATTEMPT SERVICE NLT THREE (3) TIMES*****

Moved _____ Unknown _____ No Answer _____ Vacant _____
1st attempt Date: _____ Time: _____ 2nd attempt Date: _____ Time: _____ 3rd attempt Date: _____ Time: _____
Other: _____

Sworn to and subscribed
before me this _____ day
of _____, 2009.

Notary:

Attorney for Plaintiff

DANIEL G. SCHMIEG, Esquire - I.D. No. 62205
One Penn Center at Suburban Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

AFFIDAVIT OF SERVICE

PLAINTIFF

U.S. BANK NATIONAL ASSOCIATION AS
SUCCESSOR TO LASALLE BANK NATIONAL
ASSOCIATION, AS TRUSTEE UNDER THE
POOLING AND SERVICING AGREEMENT,
DATED AS APRIL 1, 2002, AMONG ASSET
BACKED FUNDING CORPORATION, LITTON
LOAN SERVICING LP AND LASALLE BANK
NATIONAL ASSOCIATION

CLEARFIELD County
No. 08-1905-CD
Our File #: 187234

Type of Action
- Notice of Sheriff's Sale

Sale Date: JULY 10, 2009

DEFENDANT(S)

MARK A. HOOVER
JOYCE E. HOOVER

Please serve upon:

JOYCE E. HOOVER

SERVE AT:

1821 CAVANDISH PLACE, APT. TA
PITTSBURG, PA 15220

FILED
M 10:58 AM
JUN 09 2009
NO CC
LS

William A. Shaw
Prothonotary/Clerk of Courts

SERVED

Served and made known to Joyce E. HOOVER, Defendant, on the 30 day of MAY,
2009, at 11:30, o'clock A m., at 1821 CAVANDISH PLACE APT TA

Pittsburgh PA 15220

Commonwealth of Pennsylvania, in the manner described below:

Defendant personally served.
 Adult family member with whom Defendant(s) reside(s). Relationship is _____.
 Adult in charge of Defendant(s)'s residence who refused to give name or relationship.
 Manager/Clerk of place of lodging in which Defendant(s) reside(s).
 Agent or person in charge of Defendant(s)'s office or usual place of business.
 an officer of said Defendant(s)'s company.
 Other: _____

Description: Age 40 Height 5'10" Weight 215 Race Caucasian Sex M Other

C. D. LAVANATOR

I, C. D. LAVANATOR, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed
before me this 30th day
of May, 2009

Notary:

Mary Ellen Dean
COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
MARY ELLEN DEAN, Notary Public
On the 30th day of May, 2009, at _____ o'clock A m., Defendant NOT FOUND because:

My Commission Expires September 22, 2012

*****ATTEMPT SERVICE NLT THREE (3) TIMES*****

By: C. D. LAVANATOR

NOT SERVED

1st attempt Date: _____ Time: _____, 2nd attempt Date: _____ Time: _____, 3rd attempt Date: _____ Time: _____.
Other: _____

Sworn to and subscribed
before me this _____ day
of _____, 200____

Notary:

By:

Attorney for Plaintiff

DANIEL G. SCHMIEG, Esquire - I.D. No. 62205
One Penn Center at Suburban Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

FILED
07/24/2009 for Piffs
JUN 18 2009 (will serve)

5 William A. Shaw
Prothonotary/Clerk of Courts

(G)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION AS : Court of Common Pleas
SUCCESSOR TO LASALLE BANK NATIONAL :
ASSOCIATION, AS TRUSTEE UNDER THE : Civil Division
POOLING AND SERVICING AGREEMENT, : CLEARFIELD County
DATED AS OF APRIL 1, 2002, AMONG ASSET :
BACKED FUNDING CORPORATION, LITTON : No. 2008-1905-CD
LOAN SERVICING LP AND LASALLE BANK :
NATIONAL ASSOCIATION :
Plaintiff

v.

MARK A. HOOVER
JOYCE E. HOOVER

Defendants

ORDER

AND NOW, this 18th day of June, 2009 the Prothonotary is ORDERED to
amend the in rem judgment and the Sheriff is ORDERED to amend the writ nunc pro tunc in this
case as follows:

Principal Balance	\$70,945.65
Interest Through July 10, 2009	\$8,671.56
Per Diem \$15.55	
Late Charges	\$915.42
Legal fees	\$1,300.00
Cost of Suit and Title	\$1,767.00
Sheriff's Sale Costs	\$0.00

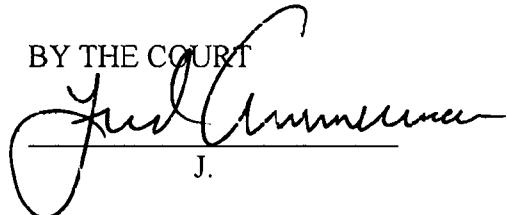
ORIGINAL

Property Inspections/ Property Preservation	\$134.50
Appraisal/Brokers Price Opinion	\$0.00
Mortgage Insurance Premium /	\$0.00
Private Mortgage Insurance	
Non Sufficient Funds Charge	\$0.00
Suspense/Misc. Credits	(\$0.00)
Escrow Deficit	<u>\$2,613.20</u>
TOTAL	\$86,347.33

Plus interest from July 10, 2009 through the date of sale at six percent per annum.

Note: The above figure is not a payoff quote. Sheriff's commission is not included in the above figure.

BY THE COURT


J.

FILED
MAY 10, 2009
JUN 29 2009
William A. Shaw
Prothonotary/Clerk of Courts

Phelan Hallinan & Schmieg, LLP

By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
Michele M. Bradford, Esq., Id. No. 69849
Judith T. Romano, Esq., Id. No. 58745
Sheetal R. Shah-Jani, Esq., Id. No. 81760
Jenine R. Davey, Esq., Id. No. 87077
Lauren R. Tabas, Esq., Id. No. 93337
Vivek Srivastava, Esq., Id. No. 202331
Jay B. Jones, Esq., Id. No. 86657
Peter J. Mulcahy, Esq., Id. No. 61791
Andrew L. Spivack, Esq., Id. No. 84439
Jaime McGuinness, Esq., Id. No. 90134
Chrisovalante P. Fliakos, Esq., Id. No. 94620
Joshua I. Goldman, Esq., Id. No. 205047
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

ATTORNEY FOR PLAINTIFF

U.S. BANK NATIONAL ASSOCIATION AS	:	Court of Common Pleas
SUCCESSOR TO LASALLE BANK NATIONAL	:	
ASSOCIATION, AS TRUSTEE UNDER THE	:	Civil Division
POOLING AND SERVICING AGREEMENT,	:	
DATED AS OF APRIL 1, 2002, AMONG ASSET	:	CLEARFIELD County
BACKED FUNDING CORPORATION, LITTON	:	
LOAN SERVICING LP AND LASALLE BANK	:	No. 2008-1905-CD
NATIONAL ASSOCIATION	:	
Plaintiff		

v.

MARK A. HOOVER
JOYCE E. HOOVER

Defendants

CERTIFICATION OF SERVICE

I hereby certify that a true and correct copy of the June 18, 2009 Order was served upon the following individuals on the date indicated below.

MARK A. HOOVER
JOYCE E. HOOVER
34 BIGLER CEMETERY ROAD,
A/K/A RR 1 BOX 269
WOODLAND, PA 16881-8169

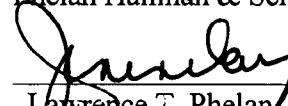
JOYCE E. HOOVER
6055 SPRING HOUSE PL
APT A21
BRIDGEVILLE, PA 15017-3508

MARK A. HOCVER
JOYCE E. HOCVER
5491 COUNTY ROAD 155
HIGDON, AL 35979

DATE: 6/26/09

By:

Phelan Hallinan & Schmieg, LLP



Lawrence T. Phelan, Esquire
Francis S. Hallinan, Esquire
Daniel G. Schmieg, Esquire
Michele M. Bradford, Esquire
Judith T. Romano, Esquire
Sheetal R. Shah-Jani, Esquire
Jenine R. Davey, Esquire
Lauren R. Tabas, Esquire
Vivek Srivastava, Esquire
Jay B. Jones, Esquire
Peter J. Mulcahy, Esquire
Andrew L. Spivack, Esquire
Jaime McGuinness, Esquire
Chrisovalante P. Fliakos, Esquire
Joshua I. Goldman, Esquire
ATTORNEY FOR PLAINTIFF

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20961
NO: 08-1905-CD

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT, DATED AS APRIL 1, 2002, AMONG ASSET BACKED FUNDING CORPORATION, LITTON LOAN SERVICING L.P. AND LASALLE BANK NATIONAL

vs.

DEFENDANT: MARK A. HOOVER AND JOYCE E. HOOVER

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 4/20/2009

LEVY TAKEN 4/24/2009 @ 10:00 AM

POSTED 4/24/2009 @ 10:00 AM

SALE HELD 7/10/2009

SOLD TO U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR TO LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED APRIL 1, 2002 AMONG ASSET BACKED FUNDING CORPORATION, LITTON LOAN SERVICING L.P. AND LASALLE BANK NATIONAL ASSOCIATION, ABFC ASSET BACKED CERTIFICATES, SERIES 2002-SB1

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 7/30/2009

DATE DEED FILED 7/30/2009

SERVICES

SEE ATTACHED SHEET(S) OF SERVICES

7/30/09
FILED
JUL 30 2009
William A. Shaw
Prothonotary/Clerk of Courts
LAW

SHERIFF HAWKINS \$230.56

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

____ Day of _____ 2009

Chester A. Hawkins
Chester A. Hawkins
Sheriff

U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE
UNDER THE POOLING AND SERVICING AGREEMENT, DATED AS APRIL 1, 2002, AMONG ASSET BACKED
vs
MARK A. HOOVER AND JOYCE E. HOOVER

1 @ SERVED MARK A. HOOVER

DEPUTIES UNABLE TO SERVE MARK A. HOOVER, DEFENDANT, AT 34 BIGLER CEMETERY ROAD A/K/A RR 1, BOX 269, WOODLAND, PA THE HOUSE WAS VACANT.

2 @ SERVED JOYCE E. HOOVER

DEPUTIES UNABLE TO SERVE JOYCE E. HOOVER, DEFENDANT, AT 34 BIGLER CEMETERY ROAD A/K/A RR 1, BOX 269, WOODLAND, PA THE HOUSE WAS VACANT.

3 5/4/2009 @ SERVED MARK A. HOOVER

SERVED MARK A. HOOVER, DEFENDANT, BY REG & CERT MAIL TO 5491 COUNTY ROAD 155, HIGDON, AL 35979
CERT #70060810000145074845. SIGNED FOR BY LISA S. (LAST NAME UNKNOWN)

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

4 4/28/2009 @ SERVED JOYCE E. HOOVER

SERVED JOYCE E. HOOVER, DEFENDANT, BY REG & CERT MAIL TO 6055 SPRING HOUSE PLACE, APT A21,
BRIDGEVILLE, PENNSYLVANIA 15017 CERT #70060810000145074852. SIGNED FOR BY JOYCE HOOVER

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

5 6/16/2009 @ SERVED MARK A. HOOVER

SERVED MARK A. HOOVER, DEFENDANT, BY REG & CERT MAIL TO 6055 SPRING HOUSE PLACE, APT A21,
BRIDGEVILLE, PA 15017 CERT #70083230000335906856. SIGNED FOR BY JOYCE HOOVER

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

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

U.S. BANK NATIONAL
ASSOCIATION AS SUCCESSOR TO
LASALLE BANK NATIONAL
ASSOCIATION AS TRUSTEE
UNDER THE POOLING AND
SERVICING AGREEMENT, DATED
AS APRIL 1, 2002, AMONG ASSET
BACKED FUNDING CORPORATION,
LITTON LOAN SERVICING LP AND
LASALLE BANK NATIONAL
ASSOCIATION

vs.

MARK A. HOOVER

JOYCE E. HOOVER

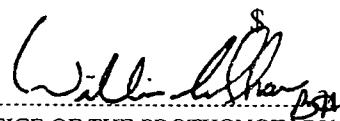
Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

PREMISES: 34 BIGLER CEMENTERY ROAD A/K/A RR1 BOX 269, WOODLAND, PA 16881-8169
(See Legal Description attached)

Amount Due		
Interest from 4/2/09 to Sale	\$	80,873.93
Per diem \$13.29		142.00
Add'l Costs		\$3,874.00
Writ Total		\$

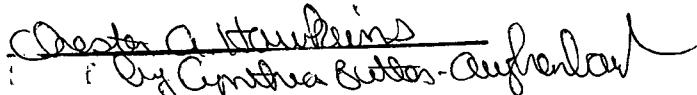


OFFICE OF THE PROTHONOTARY OF CLEARFIELD
COUNTY, PENNSYLVANIA

Dated 4/20/09
(SEAL)

187234

Received this writ this 20th day
of April A.D. 2009
At 3:00 A.M./P.M.



No. 08-1905-CD.....

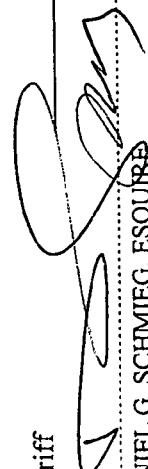
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR
TO LASALLE BANK NATIONAL ASSOCIATION, AS
TRUSTEE UNDER THE POOLING AND SERVICING
AGREEMENT, DATED AS APRIL 1, 2002, AMONG
ASSET BACKED FUNDING CORPORATION, LITTON
LOAN SERVICING LP AND LASALLE BANK
NATIONAL
ASSOCIATION

vs.

MARK A. HOOVER
JOYCE E. HOOVER

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs	
Real Debt	\$80,873.93
Int. from 4/2/09 To Date of Sale (\$13.29 per diem)	
Costs	
Prothry Pd.	<u>142.00</u>
Sheriff	

DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff
Address: MARK A. HOOVER
34 BIGLER CEMETERY ROAD
A/K/A RR 1 BOX 269
WOODLAND, PA 16881-8169

JOYCE E. HOOVER
6055 SPRING HOUSE PLACE, APT A21
SOUTH FAYETTE, PA 15017-3508

LEGAL DESCRIPTION

ALL that certain piece or parcel of land with a residential dwelling and other improvements thereon located in the Village of Bigler, Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner on the North Right-of-Way line of the Bigler-Allport cutoff or State Highway Route 668 leading from Bigler to Allport. Said Right-of-Way line being 30.0 feet from the centerline thereof. Said iron pin being the Southwest corner of lands now or formerly of Edward J. and Pauline Boron. Said corner being further located (S 78 degrees 54 minutes E) (250.0) feet from the centerline of State Highway Route 322 at the Bigler red-light. THENCE by said Right-of-Way line North Seventy-eight degrees fifty-four minutes West (N 78 degrees 54 minutes W) seventy-eight and seven tenths (78.7) feet to an iron pin corner. THENCE still by said Right-of-Way line North eleven degrees six minutes East (N 11 degrees 06 minutes E) thirty (30.0) feet to a stake corner on the East Right-of-Way of a Township Road leading from said Route to the Bigler Cemetery and water tank. THENCE by said Right-of-Way line North thirty-seven degrees thirty-five minutes East (N 37 degrees 35 minutes E) one hundred eighty-three and eight tenths (183.8) feet to an iron pin corner on said Right-of-Way and the Southwest corner of a parcel of land conveyed by George A. and Ruth J. Jordan to George A. Jordan, III and Gwendolyn M. Jordan. THENCE by said lot, South eighty-five degrees fifty-five minutes East (S 85 degrees 55 minutes E) one hundred (100.0) feet to a corner of said lot and the line of lands now or formerly of said Edward J. and Pauline Boron.

THENCE by said Boron lands, South thirty-seven degrees twenty-seven minutes West (S 37 degrees 27 minutes W) two hundred thirty-one (231.0) feet to an iron pin corner and the place of beginning.

TITLE TO SAID PREMISES IS VESTED IN Mark A. Hoover and Joyce E. Hoover, h/w, as tenants by the entirety, by Deed from Michael D. Jordan and Bonnie L. Jordan, h/w and Cindy Jordan, an adult individual, dated 10/11/1991, recorded 10/16/1991 in Book 1424, Page 121.

Premises being: 34 BIGLER CEMENTERY ROAD A/K/A RR1 BOX 269
WOODLAND, PA 16881-8169

Tax Parcel No. 106-009-000-00108

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME MARK A. HOOVER

NO. 08-1905-CD

NOW, July 30, 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 July 10, 2009, I exposed the within described real estate of Mark A. Hoover And Joyce E. Hoover to public venue or outcry at which time and place I sold the same to U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR TO LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED APRIL 1, 2002 AMONG ASSET BACKED FUNDING CORPORATION, LITTON LOAN SERVICING L.P. AND LASALLE BANK NATIONAL ASSOCIATION, ABFC ASSET BACKED CERTIFICATES, SERIES 2002-SB1 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	5.50
LEVY	15.00
MILEAGE	5.50
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	23.56
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
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	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$250.56

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	30.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$30.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	80,873.93
INTEREST @ 13.2900 %	1,315.71
FROM 04/02/2009 TO 07/10/2009	
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	\$82,229.64

COSTS:

ADVERTISING	551.50
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.50
SHERIFF COSTS	250.56
LEGAL JOURNAL COSTS	378.00
PROTHONOTARY	142.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	14.13
TOTAL COSTS	\$1,511.69

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

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:

MARK A. HOOVER
6055 SPRING HOUSE PLACE, APT A21
BRIDGEVILLE, PA 15017

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Joyce Hoover
 Agent
 Addressee

B. Received by (Printed Name)

Joyce Hoover

C. Date of Delivery
6-16-09D. Is delivery address different from item 1? YesIf YES, enter delivery address below: No

3. Service Type

<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) Yes2. Article Number
(Transfer from service label)

7008 3230 0003 3590 6856

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		
7008 3230 0003 3590 6856	\$0.61	0830
Postage	\$	07
Certified Fee	\$2.80	Postmark Here
Return Receipt Fee (Endorsement Required)	\$2.30	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.71	
06/15/2009		
Sent To		
Street, Apt. No. or PO Box No. City, State, ZIP		
MARK A. HOOVER 6055 SPRING HOUSE PLACE, APT A21 BRIDGEVILLE, PA 15017		

PS Form 3800, August 2006

See Reverse for Instructions


[Home](#) | [Help](#) | [Sign In](#)
[Track & Confirm](#) [FAQs](#)

Track & Confirm

Search Results

Label/Receipt Number: 7006 0810 0001 4507 4845

Class: First-Class Mail®

Service(s): Certified Mail™
Return Receipt

Status: Delivered

Your item was delivered at 2:44 PM on May 4, 2009 in HIGDON, AL 35979.

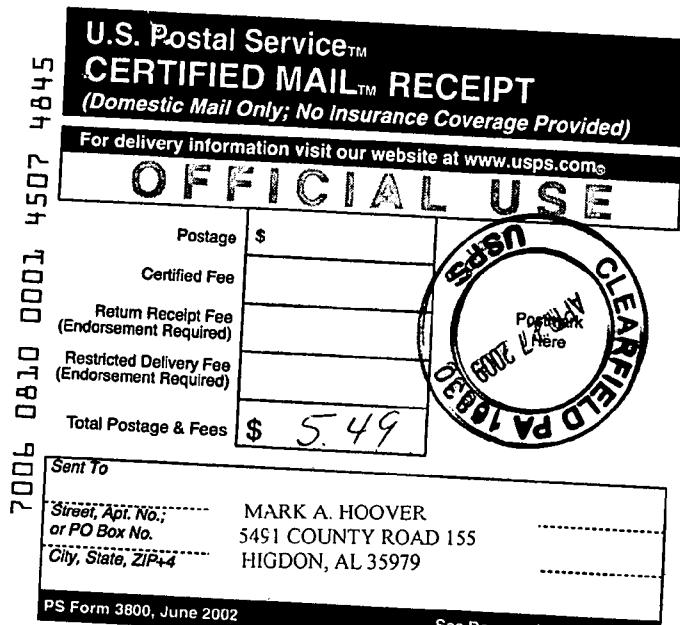
[Go >](#)

Detailed Results:

- Delivered, May 04, 2009, 2:44 pm, HIGDON, AL 35979
- Notice Left, April 30, 2009, 11:14 am, HIGDON, AL 35979
- Arrival at Unit, April 30, 2009, 9:01 am, HIGDON, AL 35979
- Acceptance, April 27, 2009, 12:47 pm, CLEARFIELD, PA 16830

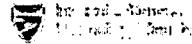
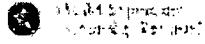
Track & Confirm

Enter Label/Receipt Number.



[Careers](#) [Privacy Policy](#) [Terms of Use](#) [Business Customer Gateway](#)

[O Data](#) [FOIA](#)



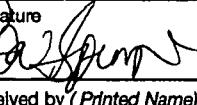
SENDER: COMPLETE THIS SECTION

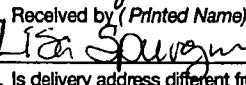
■ Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MARK A. HOOVER
5491 COUNTY ROAD 155
HIGDON, AL 35979

COMPLETE THIS SECTION ON DELIVERY

A. Signature  Agent Addressee

B. Received by (Printed Name)  C. Date of Delivery 5-4-09

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


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[Track & Confirm](#) [FAQs](#)

Track & Confirm

Search Results

Label/Receipt Number: 7006 0810 0001 4507 4852

Status: Delivered

Your item was delivered at 1:45 PM on April 28, 2009 in BRIDGEVILLE, PA 15017.

[Track & Confirm](#)

Enter Label/Receipt Number.

[Go >](#)
[Additional Details >](#) [Return to USPS.com Home >](#)

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)

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:

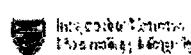
JOYCE E. HOOVER PL
6055 SPRING HOUSE LANE, APT A21
SOUTH FAYETTE, PA 15017
Bridgeville PA 15017

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Agent
 Addressee

National & Premier Accounts



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

7006 0810 0001 4507 4852

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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	\$	549



Sent To

Street, Apt. No.,
or PO Box No.
City, State, ZIP+4

JOYCE E. HOOVER
6055 SPRING HOUSE LANE, APT A21
SOUTH FAYETTE, PA 15017

FILED

JUL 30 2009

William A. Straw
Prothonotary/Clerk of Courts