

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  
9/2:00Lm  
JAN 30 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

5  
**FILED** (16)

JUL 07 2008

m/12:15/LL

William A. Shaw  
Prothonotary/Clerk of Courts

2 CMT TO SHAW

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

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

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

*William A. Shaw* GK  
Deputy Prothonotary

**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  
2<sup>nd</sup> 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>
<b>TOTAL</b>	<b>\$78,121.58</b>

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 90134

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.

  
Attorney for Plaintiff 90134

DATE: 10/6/08

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. HOGVER  
JOYCE E. HOGVER

Defendants

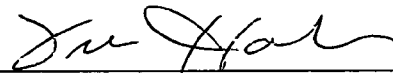
:  
: No. 2008-1905-CD  
:  
:  
:

**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, Esquire  
Lawrence T. Phelan, Esquire  
Daniel G. Schmieg, Esquire  
Attorneys for Plaintiff

Date: February 2, 2009

/ccv, Svc Dept.  
File# 187234

**FILED** <sup>610</sup>  
m2:02/09  
FEB 05 2009  
Any pd. 7.00  
2 Compl.  
Reinstated  
to Shaw  
1 Compl. Reinstated  
to Att  
5 William A. Shaw  
Prothonotary/Clerk of Courts

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  
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ASSOCIATION, AS TRUSTEE UNDER THE  
POOLING AND SERVICING AGREEMENT, DATED  
AS OF APRIL 1, 2002, AMONG ASSET BACKED  
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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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Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
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Harrisburg, PA 17108  
300-692-7375

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



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CREDITOR, IF DIFFERENT FROM ABOVE.**

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FOLLOWING FIRST CONTACT WITH YOU BEFORE  
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**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  
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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	\$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>
<b>TOTAL</b>	<b>\$78,121.58</b>

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 \$73,121.58, 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:  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.

  
Attorney for Plaintiff 90734

DATE: 10/6/08

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

SERVICE # 1 OF 2

COMPLAINT IN MORTGAGE FORECLOSURE

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

FILED

0/8:30 Lm  
OCT 14 2008

William A. Shaw  
Notary Public/Clerk of Courts

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 8<sup>30</sup> 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 Signature

S. Hunter

Print Deputy Name

---

**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

Attest.

*Willie A. H.*  
Prothonotary/  
Clerk of Courts

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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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  
JAI ME 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-C0

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**

## 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  
2<sup>nd</sup> 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	\$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>
<b>TOTAL</b>	<b>\$78,121.58</b>

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:  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

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BEGINNING at an iron pin corner on the North right-of-way line of the Bigler Allport cutoff or State Highway Route 663 leading from Bigler to Allport. Said right-of-way line being 300.0 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.

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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.

  
Attorney for Plaintiff 90734

DATE: 10/1/08

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

SERVICE # 2 OF 2

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 11/06/2008 HEARING: PAGE: 104759

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

William A. Shaw  
Notary Public/Clerk of Courts

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

---

**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

Attest.

*William A. Brown*  
Prothonotary/  
Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP  
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(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

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

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Clearfield County Courthouse  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830  
814-765-2541 x 5982

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RECEIPT OF THIS PLEADING, COUNSEL FOR  
PLAINTIFF WILL OBTAIN AND PROVIDE  
DEFENDANT(S) WITH WRITTEN VERIFICATION  
THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED  
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**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  
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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	<u>\$550.00</u>
Subtotal	\$77,293.83
Escrow	
Credit	\$0.00
Deficit	\$827.75
Subtotal	<u>\$827.75</u>
<b>TOTAL</b>	<b>\$78,121.58</b>

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:  90137

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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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.

  
Attorney for Plaintiff 90734

DATE: 10/1/08

mxp

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

William A. Shaw  
Prothonotary/Clerk of Courts

1 Cert to Att

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

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

Defendant personally served. Higdon, AL 35979

X 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  
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 set  
forth herein, issued in the captioned case on the date and at the address indicated above.

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

Notary [Signature]

September 7, 2011

NOT SERVED

On the  day of , 200, at  o'clock  M., Defendant NOT FOUND  
because:

Moved Bad Address No Answer Vacant

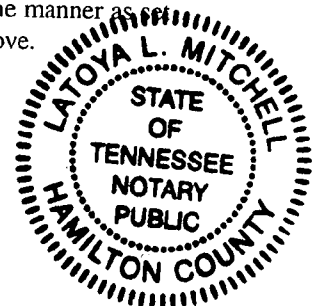
Other:

Sworn to and subscribed  
before me this  day  
of , 200.

By:

Notary:

ATTORNEY FOR PLAINTIFF



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

U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR

VS

SERVICE # 1 OF 2

MARK A. HOOVER and JOYCE E. HOOVER

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 03/07/2009

HEARING:

PAGE: 105223

DEFENDANT:

JOYCE E. HOOVER

ADDRESS:

34 BIGLER CEMETERY ROAD AKA RR#1 BOX 269

WOODLAND, PA 16881

ALTERNATE ADDRESS

DIVORCE CAN NOT ACCEPT FOR EACH OTHER

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

**SHERIFF'S RETURN**

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

COMPLAINT IN MORTGAGE FORECLOSURE ON 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 2/18/09 AT 2<sup>30</sup> AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

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

REASON UNABLE TO LOCATE house empty

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

*Deputy Signature*

Deputy Signature

*S. Hunter*

Print Deputy Name

**FILED**

FEB 18 2009

William A. Shaw  
Prothonotary/Clerk of Courts

---

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/Reinstated to Sheriff/Attorney  
for service.  
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. 37077  
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

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  
WCODLAND, PA 16881-8169

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 08-1905-CD

CLEARFIELD COUNTY

**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  
2<sup>nd</sup> 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	\$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>
<b>TOTAL</b>	<b>\$78,121.58</b>


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:  90139

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 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.

  
Attorney for Plaintiff 90134

DATE: 10/4/08

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

**FILED** *Atty. pd. 020.00*  
*m 110:47301*  
APR 13 2009 *rec'd Notice to Defs.*  
William A. Shaw  
Prothonotary/Clerk of Courts *(610)*

Attorney for Plaintiff

U.S. BANK NATIONAL ASSOCIATION AS : CLEARFIELD COUNTY  
SUCCESSOR TO LASALLE BANK NATIONAL :  
ASSOCIATION, AS TRUSTEE UNDER THE : COURT OF COMMON PLEAS  
POOLING AND SERVICING AGREEMENT, :  
DATED AS OF APRIL 1, 2002, AMONG ASSET : CIVIL DIVISION  
BACKED FUNDING CORPORATION, LITTON :  
LOAN SERVICING LP AND LASALLE BANK : No. 2008-1905-CD  
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:

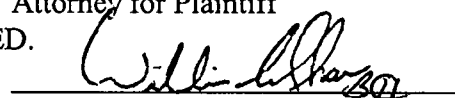
As set forth in Complaint	\$78,121.58
Interest - 10/07/2008 to 04/01/2009	<u>\$2,752.35</u>
<b>TOTAL</b>	<b>\$80,873.93</b>

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



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

COURT OF COMMON PLEAS  
CIVIL DIVISION

NO. 2008-1905-CD

CLEARFIELD COUNTY

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.

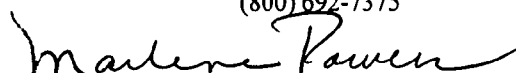
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Office of the Prothonotary  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 15853  
(814) 765-2641 x5988

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  
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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ATTORNEY FOR PLAINTIFF

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COURT OF COMMON PLEAS  
CIVIL DIVISION

NO. 2008-1905-CD

CLEARFIELD COUNTY

v.  
MARK A. HOOVER  
JOYCE E. HOOVER

Defendant(s)

COPY

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

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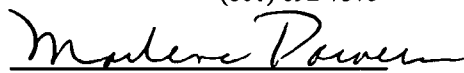
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ASSOCIATION, AS TRUSTEE UNDER THE POOLING  
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APRIL 1, 2002, AMONG ASSET BACKED FUNDING  
CORPORATION, LITTON LOAN SERVICING LP AND  
LASALLE BANK NATIONAL ASSOCIATION  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION

NO. 2008-1905-CD

CLEARFIELD COUNTY

v.  
MARK A. HOOVER  
JOYCE E. HOOVER

Defendant(s)

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

COPY

**DATE OF NOTICE: March 19, 2009**

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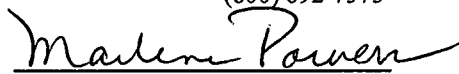
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MARLENE POWERS  
Legal Assistant

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 : CLEARFIELD COUNTY**  
**AS SUCCESSOR TO LASALLE BANK :**  
**NATIONAL ASSOCIATION, AS : COURT OF COMMON PLEAS**  
**TRUSTEE UNDER THE POOLING AND :**  
**SERVICING AGREEMENT, DATED AS : CIVIL DIVISION**  
**OF APRIL 1, 2002, AMONG ASSET :**  
**BACKED FUNDING CORPORATION, : No. 2008-1905-CD**  
**LITTON LOAN SERVICING LP AND :**  
**LASALLE BANK NATIONAL**  
**ASSOCIATION**

vs.

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

**VERIFICATION OF NON-MILITARY SERVICE**

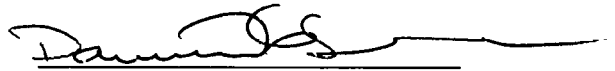
Daniel G. Schmieg, Esquire, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(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

CLEARFIELD COUNTY

COURT OF COMMON PLEAS

CIVIL DIVISION

No. 2008-1905-CD

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 L. Schwegel DEPUTY

If you have any questions concerning this matter please contact:

Daniel G. Schmieg  
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  
07/3/2/09  
APR 07 2009  
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

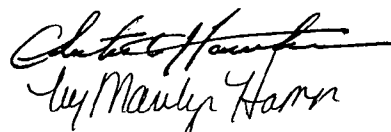
RETURN COSTS

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

\_\_\_\_\_ Day of \_\_\_\_\_ 2009

So Answers,



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

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/PRAECIPE  
☐ SEIZURE OR POSSESSION  
☒ NOTICE AND COMPLAINT  
☐ REVIVAL OR SCIFA  
☐ 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 JFK 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 deputize 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.

☐ Manager/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. Thorman  
(DEPUTY)

DISTRICT: #12

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

U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR

VS.

MARK A. HOOVER and JOYCE E. HOOVER

TERM & NO. 08-1905-CD

COMPLAINT IN MORTGAGE FORECLOSURE

**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,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA



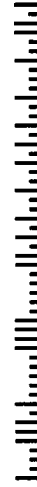
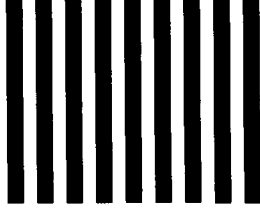
NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

**BUSINESS REPLY MAIL**

FIRST-CLASS MAIL PERMIT NO. 36410 PHILADELPHIA PA

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



*mxp*

WARD\_INFO

SPRING GROVE	AV	700	799 B	O'HARA	182	31	15215
SPRING GROVE	RD	100	199 B	PENN HILLS	185	34	15235
SPRING HOLLOW	CT	52	66 B	PLUM	190	80	15239
SPRING HOUSE	LA	6050	6055 B	SOUTH FAYETTE	204	46	15017
SPRING RUN	RD	1200	1699 B	MOON	172	25	15108
SPRING RUN	RD	454	599 B	CRESCENT	127	6	15108

William A. Shaw  
Prothonotary/Clerk of Courts

APR 07 2009

FILED

FILED NOCC  
MAY 07 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

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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	\$2,613.20

<b>TOTAL</b>	<b>\$86,347.33</b>
--------------	--------------------

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

Phelan Hallinan & Schmieg, LLP

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



# **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  
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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

ATTORNEY FILE COPY  
PLEASE RETURN

**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  
2<sup>nd</sup> 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	\$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>
<b>TOTAL</b>	<b>\$78,121.58</b>

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.

PHILAN HALLINAN & SCHMIEG, LLP

By:  90139

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.

  
Attorney for Plaintiff 90134

DATE: 10/10/08

# **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

Attorney for Plaintiff

CLEARFIELD COUNTY

COURT OF COMMON PLEAS

CIVIL DIVISION

No. 2008-1905-CD

**FILED**  
APR 13 2009

William A. Shaw  
Prothonotary/Clerk of Courts

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  
Interest - 10/07/2008 to 04/01/2009

\$78,121.58

\$2,752.35

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

PHS # 187234

PRO PROTHY

**ATTORNEY FILE COPY  
PLEASE RETURN**

**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

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  
Defendants

ATTORNEY FOR PLAINTIFF

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



**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

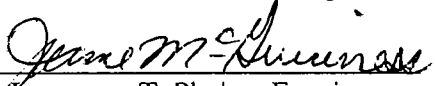
MARK A. HOOVER  
JOYCE E. HOOVER  
5491 COUNTY ROAD 155  
HIGDON, AL 35979

JOYCE E. HOOVER  
6055 SPRING HOUSE PL  
APT A21  
BRIDGEVILLE, PA 15017-5508

DATE: 5-6-09

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  
Jenine R. Davey, Esquire  
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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

0110:5:30  
MAY 11 2009

William A. Shaw  
Prothonotary/Clerk of Courts

100  
Amy McGuinness

(610)

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 : No. 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 18<sup>th</sup> day of June 2009, at 2:45 P.M. in the Clearfield  
County Courthouse, Clearfield, Pennsylvania. Courtroom #1

BY THE COURT

[Signature]  
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  
\_\_\_\_ Special Instructions:

FILED

MAY 19 2009

William A. Shaw  
Prothonotary/Clerk of Courts

No. 2008-1905-CD

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 Commor. Pleas

Civil Division

CLEARFIELD County

No. 2008-1905-CD

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. Phelar, 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  
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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:

  
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  
Courtenay R. Dunn, Esq., Id. No. 206779  
Attorneys for Plaintiff

**FILED** NO CC  
JUN 11 2009  

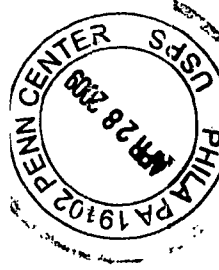

William A. Shaw  
Prothonotary/Clerk of Courts

COS

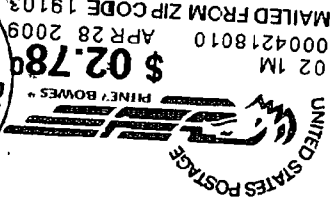
Name and  
Address  
of Sender



PHILAN 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 RRI 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 <sup>th</sup> Floor, Strawberry Sq., Dept 28061 Harrisburg, PA 17128		
5		Internal Revenue Service, Federated Investors Tower 13 <sup>TH</sup> 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	<b>Re: MARK A. HOOVER 187234 TEAM 3</b>		
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.	



**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

Att. pd. 20.00  
1CC & 6 writs w/  
prop. desc. to  
Sheriff

To the PROTHONOTARY:

Issue writ of execution in the above matter:

Amount Due

Interest from 4/2/09 to Sale  
Per diem \$13.29  
Add'l Costs  
Writ Total

Prothonotary costs \$80,873.93  
142.00

\$ \_\_\_\_\_

\$3,874.00

\$



DANIEL G. SCHMEEL, 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

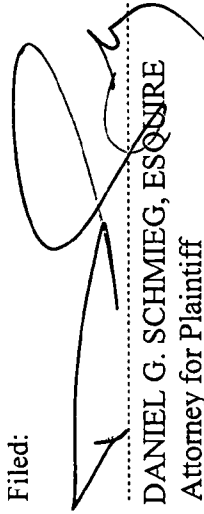
U.S. BANK NATIONAL ASSOCIATION AS  
SUCCESSOR TO LASALLE BANK NATIONAL  
ASSOCIATION, AS TRUSTEE UNDER THE  
POOLING AND SERVICING AGREEMENT, DATED  
AS APRIL 1, 2002, AMONG ASSET BACKED  
FUNDING CORPORATION, LITTON LOAN  
SERVICING LP AND LASALLE BANK NATIONAL  
ASSOCIATION

vs.

MARK A. HOOVER  
JOYCE E. HOOVER

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

Filed:

  
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

**FILED**

**APR 20 2009**

William A. Shaw  
Prothonotary/Clerk of Courts

**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**

**Plaintiff,**

**v.**

**MARK A. HOOVER**

**JOYCE E. HOOVER**

**34 BIGLER CEMETERY ROAD A/K/A RR 1**

**BOX 269**

**WOODLAND, PA 16831-8169**


**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

Plaintiff,

v.

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).

**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 Praecipe 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.)

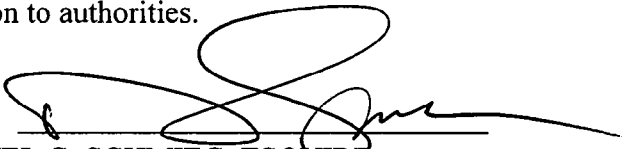
Same as Above

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  
Per diem \$13.29  
Add'l Costs  
Writ Total

Prothonotary costs \$80,873.93  
\$142.00

\$3,874.00

*William J. Han*

OFFICE OF THE PROTHONOTARY OF CLEARFIELD  
COUNTY, PENNSYLVANIA

Dated 4/20/09  
(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

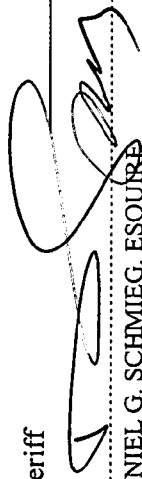
Int. from 4/2/09

To Date of Sale (\$13.29 per diem)

Costs

Prothy Pd.                      142.00

Sheriff



DANIEL G. 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

# 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  
PITTSBURGH, 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:

\_\_\_\_ Defendant personally served.  
\_\_\_\_ Adult family member with whom Defendant(s) reside(s). Relationship is \_\_\_\_  
Y 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 CAUC Sex M Other \_\_\_\_\_

I, C.D. LABHAR, 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 30<sup>th</sup> day  
of May, 2009

Notary:

By:

NOT SERVED

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

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

MARY ELLEN DEAN, Notary Public

Chippewa Twp., Beaver County

My Commission Expires September 22, 2012

On the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, at \_\_\_\_\_ o'clock \_\_\_\_m., Defendant NOT FOUND because:

\_\_\_\_ No Answer \_\_\_\_ Vacant

1st attempt Date: \_\_\_\_\_ Time: \_\_\_\_\_, 2nd at empt 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 - L.D. No. 62205  
One Penn Center at Suburban Station, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

5 FILED NO CC  
MAY 10 5 58 PM  
JUN 09 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

MAH  
PITTSBURGH PA 15220



# 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:

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

SERVED

Served and made known to Mark Hoover, Defendant, on the 29<sup>th</sup> 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 Gill, 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 29<sup>th</sup> day  
of May, 2009

Notary:

By: Jerome Gill

NOT SERVED

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

MARY ELLEN DEAN, Notary Public

Chippewa Twp., Beaver County

My Commission Expires September 22, 2012

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

200\_\_, at \_\_\_\_ o'clock \_\_.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 \_\_\_\_\_, 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 NO  
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

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

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

Served and made known to Joyce Hoover, Defendant, on the 29<sup>th</sup> 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 190 Race B Sex M Other \_\_\_\_\_

I, Jerome Gill, 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 29<sup>th</sup> day  
of May, 2009

Notary: Mary Ellen Dean

By: Jerome Gill

NOT SERVED

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

MARY ELLEN DEAN, Notary Public

Chippewa Twp., Beaver County

My Commission Expires September 22, 2012

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

\_\_\_\_, at \_\_\_\_ o'clock \_\_\_\_m., Defendant NOT FOUND because:

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:

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

# 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  
PITTSBURGH, PA 15220

FILED NO  
JUN 09 2009  
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 \_\_\_\_  
X 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 CAUC Sex M Other \_\_\_\_\_

I, C.D. LAMMOR, 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 30<sup>th</sup> day  
of May, 2009

Notary:

By: C.D. LAMMOR

NOT SERVED

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

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

My Commission Expires September 22, 2012

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

, 2009, at \_\_\_\_\_ o'clock \_\_\_\_\_ m., Defendant NOT FOUND because:

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

JUN 18 2009

William A. Shaw  
Prothonotary/Clerk of Courts

2 CC, Atty  
for Piff  
(will serve)

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, :  
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

ORDER

AND NOW, this 18<sup>th</sup> 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	\$2,613 20

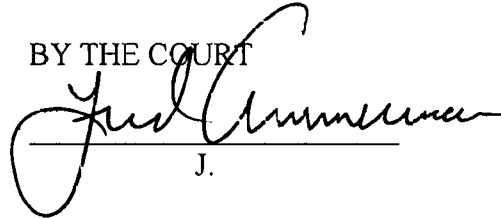
**TOTAL**

**\$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 *WCC*  
*m10.000*  
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

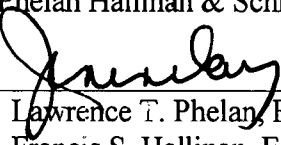
MARK A. HOCVER  
JOYCE E. HOCVER  
5491 COUNTY ROAD 155  
HIGDON, AL 35979

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

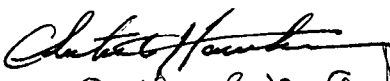
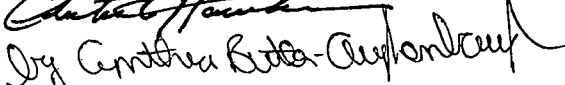
SHERIFF HAWKINS \$230.56

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2009

So Answers,

  
  
Chester A. Hawkins  
Sheriff

**FILED**  
07:03:01  
JUL 30 2009  
William A. Shaw  
Prothonotary/Clerk of Courts



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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

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

WRIT OF EXECUTION  
(Mortgage Foreclosure)

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

Prothonotary costs \$80,873.93  
142.00

Interest from 4/2/09 to Sale

\$ \_\_\_\_\_

Per diem \$13.29

Add'l Costs

\$3,874.00

Writ Total

*William L. Hays*

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.

*Charles A. Hays*  
*By Cynthia Butler-Aufderhorst*

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. 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
<b>TOTAL DEED COSTS</b>	<b>\$30.50</b>

**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

2. Article Number  
(Transfer from service label)

7008 3230 0003 3590 6856

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Joyce Hoover*

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

Joyce Hoover

C. Date of Delivery

6-16-09

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

U.S. Postal Service™

**CERTIFIED MAIL™ RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 0.61
Certified Fee	\$2.80
Return Receipt Fee (Endorsement Required)	\$2.30
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 5.71

0830

07

Postmark  
Here

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

9599 0656 E000 0230 6856


[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

### Track & Confirm

Enter Label/Receipt Number.

Go &gt;

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

#### 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

7006 0810 0001 4507 4845

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

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

**Sent To**

Street, Apt. No., or PO Box No. MARK A. HOOVER  
 5451 COUNTY ROAD 155  
 City, State, ZIP+4 HIGDON, AL 35979

PS Form 3800, June 2002 See Reverse for Instructions

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

[U.S. Mail to the President](#)

[How to Mail a Document](#)

#### 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  
 5451 COUNTY ROAD 155  
 HIGDON, AL 35979

#### COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* ☒ Agent ☐ Addressee

B. Received by (Printed Name) *Lisa Spurgeon*

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


[Home](#) | [Help](#) | [Sign In](#)

Track &amp; 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.

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

### 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

X *Joyce Hoover*

☐ Agent

☐ Addressee

##### B. Received by (Printed Name)

##### C. Date of Delivery

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

##### 3. Service Type

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

##### 4. Restricted Delivery? (Extra Fee)

☐ Yes

##### 2. Article Number

(Transfer from service label)

7006 0810 0001 4507 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](http://www.usps.com)

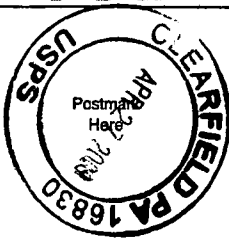
## OFFICIAL USE

Postage \$

Certified Fee

Return Receipt Fee  
(Endorsement Required)Restricted Delivery Fee  
(Endorsement Required)

Total Postage &amp; Fees \$ 5.49



##### 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

[Web/InterLabelInquiry.do](#)

5/11/2009



**FILED**

**JUL 30 2009**

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