

08-2109-CD

Holiday Fin. Serv. Vs Kevin Jordan al

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

HOLIDAY FINANCIAL SERVICES
CORPORATION,

Plaintiff

vs.

KEVIN L. JORDAN and
DORETHA JORDAN,

Defendant(s)

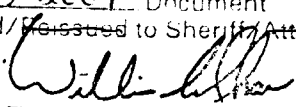
No. 2008-2109-CD

Type of Case:
CIVIL

Type of Pleading:
COMPLAINT

Filed on Behalf of:
PLAINTIFF

Attorney for this party:
Peter F. Smith, Esquire
Supreme Court No. 34291
30 South Second Street
P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

1-05-2009 Document
Reinstated/Reissued to Sheriff/Attorney
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Deputy Prothonotary

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PLFF. PAID 95.00

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

HOLIDAY FINANCIAL SERVICES CORPORATION,	:		
Plaintiff	:	No. 2008-	-CD
	:		
vs.	:		
	:		
KEVIN L. JORDAN and	:		
DORETHA JORDAN,	:		
Defendant(s)	:		

NOTICE TO DEFEND

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 other rights important to you.

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

Clearfield County Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641, ext. 5982

AMERICANS WITH DISABILITIES ACT OF 1990

The Court of Common Pleas of Clearfield County is required by law to comply with the Americans with Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the Court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the Court. You must attend the scheduled conference or hearing.

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

HOLIDAY FINANCIAL SERVICES CORPORATION,	:	
Plaintiff	:	No. 2008- -CD
	:	
vs.	:	
	:	
KEVIN L. JORDAN and	:	
DORETHA JORDAN,	:	
Defendant(s)	:	

COMPLAINT

COMES NOW, Holiday Financial Services, by its attorney, Peter F. Smith, who pursuant to Pa.R.C.P. 1147 pleads:

1. The Plaintiff is HOLIDAY FINANCIAL SERVICES CORPORATION, is a Pennsylvania business corporation, with its Clearfield business office at P.O. Box 209, 1800 Daisy Street, Clearfield Mall Unit 350, Clearfield, Pennsylvania 16830.

2. The name of the Defendant is KEVIN L. JORDAN, whose last known address is 215 West 6th Street, Clearfield, Pennsylvania 16830.

3. The name of the second Defendant is DORETHA JORDAN. She is an adult individual whose last known address is 3348 Portala Avenue, Pittsburgh, (Allegheny County) Pennsylvania 15214.

4. Ms. Jordan is named because the Defendant transferred the subject property to her by deed dated October 1, 2008 and recorded at Clearfield County Instrument Number 200815988.

5. Defendant Doretha Jordan's interest in the subject property is junior to that of the Plaintiff because her deed was recorded more than 15 months after the date on which Plaintiff's mortgage was recorded.

6. The parcel of real estate subject to this action consists of a two-story house, together with all improvements thereon, on 0.23 acre lot known as 220 South Fourth Street, Clearfield, (Clearfield County) Pennsylvania 16830. It is also identified as Clearfield County Tax Map Number 4.2-K08-221-00017 and is more particularly described as follows:

ALL that certain lot or land situate in Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

On the North by an alley; On the East by an alley; On the South by Loy No. 43 in the Plan of Clearfield Borough; and On the West by Fourth Street, the lot hereby conveyed being known as Lot No. 44 in the above mentioned plan.

BEING the same premises conveyed to Kevin L. Jordan by deed dated May 10, 2007 and recorded at Clearfield County Instrument Number 200709655.

7. Defendant mortgaged the property described above to Holiday Financial Services, by instrument dated June 12, 2007, for a principal debt of \$25,125.33, together with interest. Said mortgage was recorded in Clearfield County Instrument Number 200709754. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

8. Defendant executed a Note in favor of Holiday Financial Services together with the foregoing mortgage evidencing his personal obligation to pay the \$25,125.33 borrowed from Plaintiff, together with interest and other charges as specified therein. A true and correct copy of said note is attached hereto and incorporated herein by reference as Exhibit B.

9. Plaintiff has not assigned this mortgage or note.

10. No judgment has been entered in any jurisdiction upon this mortgage or the underlying obligation to pay the note.

11. Defendant is entitled to no credits or set-offs.

12. On or about June, 2008, Defendant failed to make a payment of \$375.00, and at no time since then have all monthly payments been made which constitutes a default.

13. After crediting all amounts paid by Defendant to Plaintiff in reduction of this mortgage, there is a total past due of \$2,043.12 as of September 12, 2008.

14. Written and oral demand has been made upon the Defendants to make said payments to Plaintiff and correct their default, but they have failed to do so.

15. The Mortgage, Note and Mortgage Disclosure Statement entitle Holiday Financial Services to collect its attorney fees and court costs as part of its damages.

16. The exact amounts due under said mortgage and because of Defendants' default, after acceleration of the balance due pursuant to its terms as of September 12, 2008, are as follows:

a)	Balance	\$24,500.88
b)	Interest Due to 10/11/08	\$ 1,203.39
c)	Interest accruing after 10/11/08 at \$8.720 per day (to be added)	\$ _____
d)	Late charges	\$ 37.50
e)	Satisfaction Fee	\$ 30.50
f)	Costs of Suit (to be added)	\$ _____
g)	Attorney's commission of amounts reasonably and actually incurred	\$ _____
	 PRELIMINARY TOTAL	 \$25,772.27
	 FINAL TOTAL	 \$

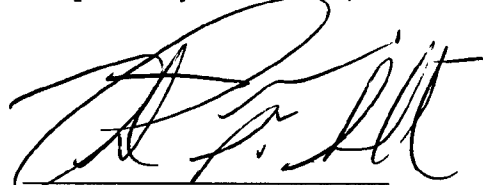
17. In compliance with Act No. 6 of 1974, 41 Pa.C.S.A. Sections 101 et seq. Homeowner's Emergency Mortgage Assistance Act, 1959, Dec. 3, P.L. 1688, No. 621, art. IV-C, Section 402-C, added 1983, Dec. 23, P.L. 385, No. 91, Section 2, 35 P.S. Section 1680.401c et seq., Plaintiff sent a letter to the Defendant by Certified Mail and by U.S. First Class Mail Postage Prepaid on September 12, 2008, at his last known address advising him of his default and his rights under this Act. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit C.

18. True and correct copies of the certified mail receipts postmarked by the U.S. Postal Service are attached hereto and incorporated herein by reference as Exhibit D.

19. More than thirty (30) days have elapsed since the mailing of said notices. Neither Plaintiff nor Plaintiff's counsel have received notice that the Defendant has asserted his rights under said notices.

WHEREFORE, Plaintiff demands judgment in its favor as specified in paragraph 16 above, authority to foreclose its mortgage against the real estate and such other relief as the court deems just.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'P. F. Smith', written over a horizontal line.

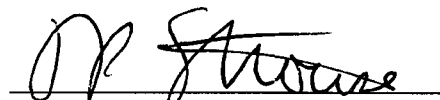
Peter F. Smith, Esquire
Attorney for Plaintiff

Date: 11/3/08

AFFIDAVIT

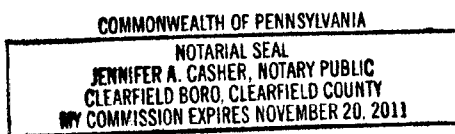
STATE OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

JOSEPH P. STROUSE, being duly sworn according to law, deposes and says that he is a Branch Manager for Holiday Financial Services Corporation CNB Bank, and, as such, is duly authorized to make this Affidavit, and further, that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.



Joseph P. Strouse
Branch Manager

SWORN TO AND SUBSCRIBED
before me this 31st
day of October, 2008.



After Recording Return To:
Holiday Financial Services Corp.
CLEARFIELD MALL UNIT 350 1800 DAISY ST
CLEARFIELD, PA 16830

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

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

(A) **"Security Instrument"** means this document, which is dated June 12, 2007, together with all Riders to this document.

(B) **"Borrower"** is KEVIN L JORDAN. Borrower is the mortgagor under this Security Instrument.

(C) **"Lender"** is Holiday Financial Services Corp. Lender is a Consumer Discount Company organized and existing under the laws of Pennsylvania. Lender's address is CLEARFIELD MALL UNIT 350 1800 DAISY ST CLEARFIELD, PA 16830. Lender is the mortgagee under this Security Instrument.

(D) **"Note"** means the promissory note signed by Borrower and dated June 12, 2007. The Note states that Borrower owes Lender TWENTY FIVE THOUSAND ONE HUNDRED TWENTY FIVE AND 33/100 Dollars (U.S. \$ 25,125.33) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 06/12/17.

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

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

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

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] _____ |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby

mortgage, grant and convey to Lender the following described property located in the
County of CLEARFIELD :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

PARCEL: 4.2-K08-221-17 ADDRESS: 220 SOUTH FOURTH STREET CLEARFIELD, PA
16830 CLEARFIELD COUNTY. ALL THAT CERTAIN PROPERTY SITUATED IN THE
BOROUGH OF CLEARFIELD-2ND WARD, CLEARFIELD COUNTY, PENNSYLVANIA
COMMONWEALTH, BEING DESCRIBED AS FOLLOWS: ASSESSMENT NO.
4.2-K08-221-17 AND BEING MORE FULLY DESCRIBED IN A DEED DATED 5-10-2007
AND RECORDED 06-11-2007 AMONG THE LAND RECORDS OF CLEARFIELD
COUNTY AND PENNSYLVANIA COMMONWEALTH IN DEED INSTRUMENT NO. 200709655

which currently has the address of 220 SOUTH 4TH STREET
[Street]
CLEARFIELD, Pennsylvania 16830 ("Property Address"):
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

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

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

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds

for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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

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

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

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

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

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

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

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for

damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"):

- (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument;
- (b) is not personally obligated to pay the sums secured by this Security Instrument; and
- (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security

Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

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

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

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of

transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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

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

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

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

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

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

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

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in

this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

JP Strouse

KEVIN L JORDAN

(Seal)

- Borrower

(Seal)

- Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County ss:

On this, the 12th day of June, 2007, before me, JOSEPH P. STROUSE,
the undersigned officer, personally appeared KEVIN L JORDAN,
known to me (or satisfactorily proven) to be the person(s) whose name(s) are
subscribed to the within instrument and acknowledged that they executed the same
for the purposes herein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My commission expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Joseph P. Strouse, Notary Public
Lawrence Twp., Clearfield County
My Commission Expires Aug. 31, 2010

I hereby certify that the precise address of the
within Mortgage (Lender) is

JP Strouse

NOTARY PUBLIC

Title of Officer

Kim E. Hight

CUSTOMER SERVICE REPRESENTATIVE

Title of Officer

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy

P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**
HOLIDAY FINANCIAL SERVICES

Instrument Number - 200709754

Recorded On 6/12/2007 At 3:15:39 PM

* Instrument Type - MORTGAGE

* Total Pages - 17

Invoice Number - 168474

* Mortgagor - JORDAN, KEVIN L

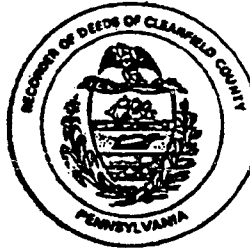
* Mortgagee - HOLIDAY FINANCIAL SERVICES CORP

* Customer - HOLIDAY FINANCIAL SERVICES

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$37.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$52.50

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



Karen L. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

REGISTER AND RECORDER
CLEARFIELD COUNTY, PA

INVOICE # 168474
0102-RECEIPT BLL

-- CHARGES --

#001 MORTGAGE \$52.50

Instrument Number - 200709754
Recorded on - Jun 12, 2007 3:15:39 PM
Total Pages: 17
Muni - CLEARFIELD BOROUGH
Mortgagor - JORDAN, KEVIN L
Mortgagee - HOLIDAY FINANCIAL SERVICES CORP
Consideration - \$25,125.33
Fee Detail:

COUNTY RECORDING FEE	\$13.00
IMPROVEMENT FEE - COUNTY	\$2.00
IMPROVEMENT FEE - RECORDER	\$3.00
JCS/ACCESS TO JUSTICE FEE	\$10.00
PER PAGE FEE	\$24.00
STATE WRIT FEE	\$0.50

TOTAL CHARGES \$52.50

-- PAYMENTS --

CHECK: 5000063 \$52.50

TOTAL PAYMENTS \$52.50

AMOUNT DUE	\$52.50
PAYMENT ON INVOICE	(\$52.50)
BALANCE DUE	\$0.00

Customer:
HOLIDAY FINANCIAL SERVICES

THANK YOU
KAREN L. STARCK
REGISTER & RECORDER
COUNTY # 17
06/12/2007 3:15:30 PM

NOTE

Holiday Financial Services Corp. P O BOX 209	CLEARFIELD	PA	16830
220 SOUTH 4TH STREET	(City) CLEARFIELD	(State) PA	16830
Property Address			

THE BORROWER'S ARE KEVIN L JORDAN

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 45000 gross \$25,125.33 net (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Holiday Financial Services Corporation. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 12.99%.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 12th day of each month beginning on 07/12/07

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on June 12, 2017, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date".

I will make my monthly payments at Holiday Financial Services Corp. or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments - My monthly payment will be in the amount of U.S. \$ 375.00

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When I make a prepayment, I will tell the Note Holder in writing I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. If I am in default Lender may demand payment in full.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3 (A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that anyone of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "security instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised if prohibited by federal law as of the date of this Security Instrument.

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

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

OP Stouse

Witness

Witness

Witness

Witness

[Signature]

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

Holiday

FINANCIAL SERVICES

SEPTEMBER 12, 2008

A subsidiary of CNB Financial Corporation

CERTIFIED MAIL NUMBER:
7007 2560 0002 6020 8188

and First Class Mail

Copy

KEVIN L. JORDAN
113 EAST LOCUST STREET
CLEARFIELD, PA 16830

Re: Holiday Financial Services Delinquent Mortgage Account #05-000686-5

Dear KEVIN L. JORDAN:

The Mortgage which you executed on JUNE 12, 2007 in favor of Holiday Financial Services for \$25,125.33 is in default. This Mortgage is recorded in CLEARFIELD COUNTY. It encumbers and places a lien upon your residence known as 220 SOUTH 4TH STREET, CLEARFIELD, PA 16830.

You have failed to make the full monthly payments since JUNE 30, 2008, and are in default. The total amount of default is \$2043.12, which includes \$37.50 in late charges.

Pennsylvania law provides that you may cure this default anytime up to one hour prior to Sheriff Sale in either of the following manners:

1. *First, you can bring your account current by paying Holiday Financial Services a total of \$2043.12, which includes delinquent payments of \$2005.62, and late charges of \$37.50*

--or--

2. *Second, you can pay this mortgage off entirely by tendering \$25,789.02, which includes a balance of \$24500.88; accrued interest through SEPTEMBER 30, 2008 of \$1203.39; late charges of \$37.50; a satisfaction fee of \$28.50; less unapplied balance of \$0.00.*

Interest will accrue at the rate of \$8.720 a day from SEPTEMBER 30, 2008. Your regular monthly payments will also continue to fall due and will be added to the total stated in Number 1 above if you fail to pay them.

EXHIBIT C

Holiday

FINANCIAL SERVICES

A subsidiary of CNB Financial Corporation

Page 2

If you chose to cure this default by either of the foregoing manners, the necessary payments should be made at this office of Holiday Financial Services. **PAYMENT SHOULD BE MADE BY CASH, CASHIER'S CHECK OR CERTIFIED CHECK.**

If you fail to cure this default within thirty (30) days, Holiday Financial Services will exercise its right to accelerate the mortgage payments. This means that the entire outstanding balance as stated in Paragraph 2 will become immediately due and payable. The lender will institute a foreclosure lawsuit against the real estate for that amount, which is \$25789.02, plus interest, costs of suit and an attorney's commission of the amounts reasonably and actually incurred by Holiday Financial Services. If Holiday Financial Services obtains judgment against you for those amounts, it can then execute against your residence, which will result in loss of this property at Sheriff Sale. I estimate the earliest date on which such a sheriff sale could be held would be **DECEMBER 31, 2008.**

If you cure your default within the thirty (30) day grace period, the mortgage will be recovered to the same position as if no default had occurred. However, you may only exercise this right to cure your default three (3) times in any calendar year.

The Law provides that you may sell this real estate subject to your delinquent mortgage, and your buyer, or anyone else, has the right to cure this default as explained in the preceding paragraphs. You also have the right to refinance this debt with another lender if possible. You also have the right to have this default cured by a third party acting on your behalf.

You have the right to assert in any foreclosure proceeding or any other lawsuit instituted under the mortgage documents, the nonexistence of a default or any other defense you believe you may have to any such actions against Holiday Financial Services.

If you make partial payments on the account of the delinquencies, we will accept them and apply them to the delinquencies. However, such partial payments will not cure your default or reinstate your loan unless we receive the entire amount required to cure the default.

This is a very serious matter. You will also find enclosed with this letter a "Notice of Homeowner's Emergency Mortgage Assistance Act of 1983". You must read both that Notice and this one, since they explain rights that you now have under Pennsylvania law.

Holiday

FINANCIAL SERVICES

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Page 3

However, if you fail to exercise your right under the Homeowner's Emergency Mortgage Assistance Act or fail to cure your default within thirty (30) days, which is on or before **OCTOBER 11, 2008**, the lender will institute Foreclosure proceedings against your real estate, which will result in your loss of this property at Sheriff Sale.

Sincerely,



JOSEPH P. STROUSE
BRANCH MANAGER
HOLIDAY FINANCIAL SERVICES CORP.
P.O. BOX 209
1800 DAISY ST. EXT.
CLEARFIELD MALL - SUITE #350
CLEARFIELD, PA 16830

814-765-6460
877-765-6460

Enclosure

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

copy

SEPTEMBER 12, 2008

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

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

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

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

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

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

HOMEOWNER'S NAME(S):

KEVIN L. JORDAN

PROPERTY ADDRESS:

220 SOUTH 4TH STREET
CLEARFIELD, PA 16830

LOAN ACCOUNT NUMBER:

05-000686-5

ORIGINAL LENDER:

HOLIDAY FINANCIAL SERVICES CORP.

CURRENT LENDER/SERVICER :

Holiday Financial Services

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER,

FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

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

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

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

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

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your properties located at: **220 SOUTH 4TH STREET
CLEARFIELD, PA 16830**

IS SERIOUSLY IN DEFAULT because:

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

APRIL 12, 2008 (PARTIAL)

MAY 12, 2008 AND JUNE 12, 2008 AND JULY 12, 2008 AND AUGUST 12, 2008 (FULL)

SEPTEMBER 12, 2008 (FULL) TOTAL AMOUNT PAYMENTS PAST DUE: \$2005.62

Other Charges (explain/itemize):

\$37.50 LATE CHARGES

TOTAL AMOUNT PAST DUE:

\$2043.12

HOW TO CURE THE DEFAULT-You may cure the default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2043.12 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

Holiday Financial Services

P.O. BOX 209

1800 DAISY ST. EXT - CLEARFIELD MALL - SUITE #350

CLEARFIELD, PA 16830

IF YOU DO NOT CURE THE DEFAULT-If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the**

mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

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

OTHER LENDER REMEDIES-The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE-It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 4 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

<u>Name of Lender:</u>	Holiday Financial Services
<u>Address:</u>	PO BOX 209 - 1800 DAISY ST. EXT. - CLEARFIELD MALL - #350 CLEARFIELD, PA 16830
<u>Phone Number:</u>	814-765-6460
<u>FAX Number:</u>	814-765-7520
<u>Contact Person:</u>	JOSEPH P. STROUSE

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

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

YOU MAY ALSO HAVE THE RIGHT:

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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:

KEVIN L. JORDAN
113 East Locust St.
Clearfield, PA 16830

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

 If YES, enter delivery address below: ☐ Yes ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt
☐ Insured Mail ☐ Signature Required

4. Restricted Delivery (Signature Required)

Domestic Return Receipt

102595-02-M-1540

Holiday
 FINANCIAL SERVICES
A subsidiary of Citicorp Financial Corporation

 P.O. Box 209
 1800 Daisy Street
 Clearfield Mail Unit #350
 Clearfield, PA 16830

 RETURN RECEIPT
 REQUESTED
 UNCLAIMED

 KEVIN L. JORDAN
 113 East Locust St.
 PA 16830-

 RETURN
 REQUESTED
 UNCLAIMED

7007 2560 0002 6020 8171



CERTIFIED MAIL™

 U.S. POSTAGE
 PAID
 CLEARFIELD, PA
 16830
 SEP 12 08
 110001


POSTAL SERVICE

\$5.49

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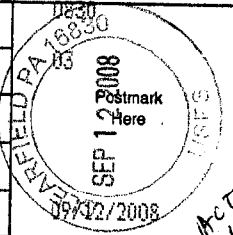
7007 2560 0002 6020 8188

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage	\$ 1.42	\$0.42
Certified Fee	2.70	\$2.70
Return Receipt Fee (Endorsement Required)	2.20	\$2.20
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$ 5.32	\$5.32



Sent To

KEVIN L JORDAN
 Street, Apt. No.,
 or PO Box No. 113 EAST LOCUST ST
 City, State, ZIP+4 CLEARFIELD PA 16830

PS Form 3800, August 2006

See Reverse for Instructions

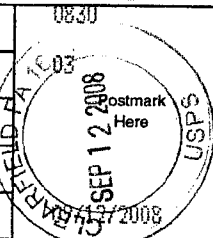
7007 2560 0002 6020 8171

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

OFFICIAL USE

Postage	\$ 1.42	\$0.42
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Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$ 5.32	\$5.32



Sent To

KEVIN L JORDAN
 Street, Apt. No.,
 or PO Box No. 113 EAST LOCUST ST
 City, State, ZIP+4 CLEARFIELD PA 16830

PS Form 3800, August 2006

See Reverse for Instructions

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-2109-CD

HOLIDAY FINANCIAL SERVICES CORPORATION

vs

SERVICE # 1 OF 2

KEVIN L. JORDAN and DORETHA JORDAN

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 12/04/2008

HEARING:

PAGE: 104907

DEFENDANT:

KEVIN L. JORDAN

ADDRESS:

215 WEST 6TH ST.

CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

HOUSE Empty

SHERIFF'S RETURN

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

COMPLAINT IN MORTGAGE FORECLOSURE ON KEVIN L. JORDAN, 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 KEVIN L. JORDAN

AT (ADDRESS) _____

NOW this 3rd Dec 2008 AT 3:41 AM ☒ PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO KEVIN L. JORDAN

REASON UNABLE TO LOCATE

HOUSE Empty

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answered: CHESTER A. HAWKINS, SHERIFF

BY:

George T. DeHaven
Deputy Signature

Print Deputy Name

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

HOLIDAY FINANCIAL SERVICES
CORPORATION,

Plaintiff

vs.

KEVIN L. JORDAN and
DORETHA JORDAN,

Defendant(s)

No. 2008-2109 -CD

Type of Case:
CIVIL

Type of Pleading:
COMPLAINT

Filed on Behalf of:
PLAINTIFF

Attorney for this party:
Peter F. Smith, Esquire
Supreme Court No. 34291
30 South Second Street
P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

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

NOV 05 2008

Attest.



William A. Khan
Prothonotary/
Clerk of Courts

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

HOLIDAY FINANCIAL SERVICES CORPORATION,	:		
Plaintiff	:	No. 2008-	-CD
	:		
vs.	:		
	:		
KEVIN L. JORDAN and	:		
DORETHA JORDAN,	:		
Defendant(s)	:		

NOTICE TO DEFEND

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 other rights important to you.

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

Clearfield County Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641, ext. 5982

AMERICANS WITH DISABILITIES ACT OF 1990

The Court of Common Pleas of Clearfield County is required by law to comply with the Americans with Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the Court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the Court. You must attend the scheduled conference or hearing.

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

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

HOLIDAY FINANCIAL SERVICES CORPORATION,	:		
Plaintiff	:	No. 2008-	-CD
	:		
vs.	:		
	:		
KEVIN L. JORDAN and	:		
DORETHA JORDAN,	:		
Defendant(s)	:		

COMPLAINT

COMES NOW, Holiday Financial Services, by its attorney, Peter F. Smith, who pursuant to Pa.R.C.P. 1147 pleads:

1. The Plaintiff is HOLIDAY FINANCIAL SERVICES CORPORATION, is a Pennsylvania business corporation, with its Clearfield business office at P.O. Box 209, 1800 Daisy Street, Clearfield Mall Unit 350, Clearfield, Pennsylvania 16830.
2. The name of the Defendant is KEVIN L. JORDAN, whose last known address is 215 West 6th Street, Clearfield, Pennsylvania 16830.
3. The name of the second Defendant is DORETHA JORDAN. She is an adult individual whose last known address is 3348 Portala Avenue, Pittsburgh, (Allegheny County) Pennsylvania 15214.
4. Ms. Jordan is named because the Defendant transferred the subject property to her by deed dated October 1, 2008 and recorded at Clearfield County Instrument Number 200815988.
5. Defendant Doretha Jordan's interest in the subject property is junior to that of the Plaintiff because her deed was recorded more than 15 months after the date on which Plaintiff's mortgage was recorded.

6. The parcel of real estate subject to this action consists of a two-story house, together with all improvements thereon, on 0.23 acre lot known as 220 South Fourth Street, Clearfield, (Clearfield County) Pennsylvania 16830. It is also identified as Clearfield County Tax Map Number 4.2-K08-221-00017 and is more particularly described as follows:

ALL that certain lot or land situate in Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

On the North by an alley; On the East by an alley; On the South by Loy No. 43 in the Plan of Clearfield Borough; and On the West by Fourth Street, the lot hereby conveyed being known as Lot No. 44 in the above mentioned plan.

BEING the same premises conveyed to Kevin L. Jordan by deed dated May 10, 2007 and recorded at Clearfield County Instrument Number 200709655.

7. Defendant mortgaged the property described above to Holiday Financial Services, by instrument dated June 12, 2007, for a principal debt of \$25,125.33, together with interest. Said mortgage was recorded in Clearfield County Instrument Number 200709754. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

8. Defendant executed a Note in favor of Holiday Financial Services together with the foregoing mortgage evidencing his personal obligation to pay the \$25,125.33 borrowed from Plaintiff, together with interest and other charges as specified therein. A true and correct copy of said note is attached hereto and incorporated herein by reference as Exhibit B.

9. Plaintiff has not assigned this mortgage or note.

10. No judgment has been entered in any jurisdiction upon this mortgage or the underlying obligation to pay the note.

11. Defendant is entitled to no credits or set-offs.
12. On or about June, 2008, Defendant failed to make a payment of \$375.00, and at no time since then have all monthly payments been made which constitutes a default.
13. After crediting all amounts paid by Defendant to Plaintiff in reduction of this mortgage, there is a total past due of \$2,043.12 as of September 12, 2008.
14. Written and oral demand has been made upon the Defendants to make said payments to Plaintiff and correct their default, but they have failed to do so.
15. The Mortgage, Note and Mortgage Disclosure Statement entitle Holiday Financial Services to collect its attorney fees and court costs as part of its damages.
16. The exact amounts due under said mortgage and because of Defendants' default, after acceleration of the balance due pursuant to its terms as of September 12, 2008, are as follows:

a)	Balance	\$24,500.88
b)	Interest Due to 10/11/08	\$ 1,203.39
c)	Interest accruing after 10/11/08 at \$8.720 per day (to be added)	\$ _____
d)	Late charges	\$ 37.50
e)	Satisfaction Fee	\$ 30.50
f)	Costs of Suit (to be added)	\$ _____
g)	Attorney's commission of amounts reasonably and actually incurred	\$ _____
	PRELIMINARY TOTAL	\$25,772.27
	FINAL TOTAL	\$ _____

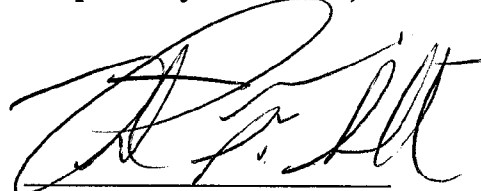
17. In compliance with Act No. 6 of 1974, 41 Pa.C.S.A. Sections 101 et seq. Homeowner's Emergency Mortgage Assistance Act, 1959, Dec. 3, P.L. 1688, No. 621, art. IV-C, Section 402-C, added 1983, Dec. 23, P.L. 385, No. 91, Section 2, 35 P.S. Section 1680.401c et seq., Plaintiff sent a letter to the Defendant by Certified Mail and by U.S. First Class Mail Postage Prepaid on September 12, 2008, at his last known address advising him of his default and his rights under this Act. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit C.

18. True and correct copies of the certified mail receipts postmarked by the U.S. Postal Service are attached hereto and incorporated herein by reference as Exhibit D.

19. More than thirty (30) days have elapsed since the mailing of said notices. Neither Plaintiff nor Plaintiff's counsel have received notice that the Defendant has asserted his rights under said notices.

WHEREFORE, Plaintiff demands judgment in its favor as specified in paragraph 16 above, authority to foreclose its mortgage against the real estate and such other relief as the court deems just.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'P. F. Smith', written over a horizontal line.

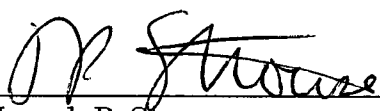
Peter F. Smith, Esquire
Attorney for Plaintiff

Date: 11/3/08

AFFIDAVIT

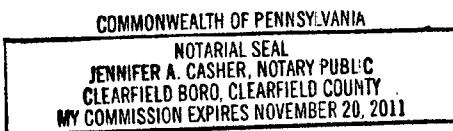
STATE OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS

JOSEPH P. STROUSE, being duly sworn according to law, deposes and says that he is a Branch Manager for Holiday Financial Services Corporation CNB Bank, and, as such, is duly authorized to make this Affidavit, and further, that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.



Joseph P. Strouse
Branch Manager

SWORN TO AND SUBSCRIBED
before me this 31st
day of October, 2008.



After Recording Return To:
Holiday Financial Services Corp.
CLEARFIELD MALL UNIT 350 1800 DAISY ST
CLEARFIELD, PA 16830

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

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

(A) **"Security Instrument"** means this document, which is dated June 12, 2007, together with all Riders to this document.

(B) **"Borrower"** is KEVIN L JORDAN. Borrower is the mortgagor under this Security Instrument.

(C) **"Lender"** is Holiday Financial Services Corp. Lender is a Consumer Discount Company organized and existing under the laws of Pennsylvania. Lender's address is CLEARFIELD MALL UNIT 350 1800 DAISY ST CLEARFIELD, PA 16830. Lender is the mortgagee under this Security Instrument.

(D) **"Note"** means the promissory note signed by Borrower and dated June 12, 2007. The Note states that Borrower owes Lender TWENTY FIVE THOUSAND ONE HUNDRED TWENTY FIVE AND 33/100 Dollars (U.S. \$ 25,125.33) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 06/12/17.

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

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

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

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] _____ |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby

mortgage, grant and convey to Lender the following described property located in the
County of CLEARFIELD :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

PARCEL: 4.2-K08-221-17 ADDRESS: 220 SOUTH FOURTH STREET CLEARFIELD, PA
16830 CLEARFIELD COUNTY. ALL THAT CERTAIN PROPERTY SITUATED IN THE
BOROUGH OF CLEARFIELD-2ND WARD, CLEARFIELD COUNTY, PENNSYLVANIA
COMMONWEALTH, BEING DESCRIBED AS FOLLOWS: ASSESSMENT NO.
4.2-K08-221-17 AND BEING MORE FULLY DESCRIBED IN A DEED DATED 5-10-2007
AND RECORDED 06-11-2007 AMONG THE LAND RECORDS OF CLEARFIELD
COUNTY AND PENNSYLVANIA COMMONWEALTH IN DEED INSTRUMENT NO. 200709655

which currently has the address of 220 SOUTH 4TH STREET
[Street]
CLEARFIELD, Pennsylvania 16830 ("Property Address"):
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all
easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and
additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this
Security Instrument as the "Property."

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

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

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

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

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

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds

for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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

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

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

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

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

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

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

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for

damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"):

- (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument;
- (b) is not personally obligated to pay the sums secured by this Security Instrument; and
- (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security

Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

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

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

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of

transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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

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

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

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

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

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

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

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in

this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

JP Strouse

KEVIN L JORDAN

(Seal)

- Borrower

(Seal)

- Borrower

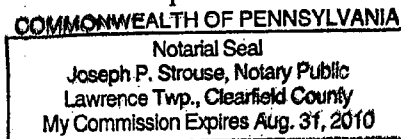
[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County ss:

On this, the 12th day of June, 2007, before me, JOSEPH P. STROUSE,
the undersigned officer, personally appeared KEVIN L JORDAN,
known to me (or satisfactorily proven) to be the person(s) whose name(s) are
subscribed to the within instrument and acknowledged that they executed the same
for the purposes herein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My commission expires:



I hereby certify that the precise address of the
within Mortgage (Lender) is

JP Strouse

NOTARY PUBLIC

Title of Officer

Kim Estep

CUSTOMER SERVICE REPRESENTATIVE

Title of Officer

CLEARFIELD COUNTY RECORDER OF DEEDS

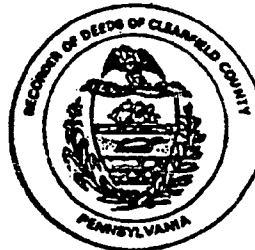
Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**
HOLIDAY FINANCIAL SERVICES

Instrument Number - 200709754
Recorded On 6/12/2007 At 3:15:39 PM
* Instrument Type - MORTGAGE
* Total Pages - 17
Invoice Number - 168474
* Mortgagor - JORDAN, KEVIN L
* Mortgagee - HOLIDAY FINANCIAL SERVICES CORP
* Customer - HOLIDAY FINANCIAL SERVICES

* FEES
STATE WRIT TAX \$0.50
JCS/ACCESS TO JUSTICE \$10.00
RECORDING FEES - \$37.00
RECORDER
RECORDER IMPROVEMENT \$3.00
FUND
COUNTY IMPROVEMENT FUND \$2.00
TOTAL PAID \$52.50

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



Karen L. Starck
Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

REGISTER AND RECORDER
CLEARFIELD COUNTY, PA

INVOICE # 168474
0102-RECEIPT BLL

-- CHARGES --

#001 MORTGAGE \$52.50

Instrument Number - 200709754
Recorded on - Jun 12, 2007 3:15:39 PM
Total Pages: 17
Muni - CLEARFIELD BOROUGH
Mortgagor - JORDAN, KEVIN L
Mortgagee - HOLIDAY FINANCIAL SERVICES CORP
Consideration - \$25,125.33
Fee Detail:

COUNTY RECORDING FEE	\$13.00
IMPROVEMENT FEE - COUNTY	\$2.00
IMPROVEMENT FEE - RECORDER	\$3.00
JCS/ACCESS TO JUSTICE FEE	\$10.00
PER PAGE FEE	\$24.00
STATE WRIT FEE	\$0.50

TOTAL CHARGES \$52.50

-- PAYMENTS --

CHECK: 5000063 \$52.50

TOTAL PAYMENTS \$52.50

AMOUNT DUE	\$52.50
PAYMENT ON INVOICE	(\$52.50)
BALANCE DUE	\$0.00

Customer:
HOLIDAY FINANCIAL SERVICES

THANK YOU
KAREN L. STARCK
REGISTER & RECORDER
COUNTY # 17
06/12/2007 3:15:30 PM

NOTE

Holiday Financial Services Corp. P O BOX 209	CLEARFIELD	PA	16830
	(City)	(State)	
220 SOUTH 4TH STREET	CLEARFIELD	PA	16830
	Property Address		

THE BORROWER'S ARE KEVIN L JORDAN.

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 45000 gross \$25,125.33 net (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Holiday Financial Services Corporation. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 12.99 %.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 12th day of each month beginning on 07/12/07

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on June 12, 2017, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date".

I will make my monthly payments at Holiday Financial Services Corp. or at a different place if required by the Note Holder.(B) Amount of Monthly Payments - My monthly payment will be in the amount of U.S. \$ 375.00

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment".

When I make a prepayment, I will tell the Note Holder in writing I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then; (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. If I am in default Lender may demand payment in full.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3 (A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that anyone of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "security instrument") dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

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

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

OP Stouse

Witness

Witness

Witness

Witness

[Signature]

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

Holiday

FINANCIAL SERVICES

SEPTEMBER 12, 2008

A subsidiary of CNB Financial Corporation

CERTIFIED MAIL NUMBER:
7007 2560 0002 6020 8188

and First Class Mail

Copy

KEVIN L. JORDAN
113 EAST LOCUST STREET
CLEARFIELD, PA 16830

Re: Holiday Financial Services Delinquent Mortgage Account #05-000686-5

Dear KEVIN L. JORDAN:

The Mortgage which you executed on JUNE 12, 2007 in favor of Holiday Financial Services for \$25,125.33 is in default. This Mortgage is recorded in CLEARFIELD COUNTY. It encumbers and places a lien upon your residence known as 220 SOUTH 4TH STREET, CLEARFIELD, PA 16830.

You have failed to make the full monthly payments since JUNE 30, 2008, and are in default. The total amount of default is \$2043.12, which includes \$37.50 in late charges.

Pennsylvania law provides that you may cure this default anytime up to one hour prior to Sheriff Sale in either of the following manners:

1. *First, you can bring your account current by paying Holiday Financial Services a total of \$2043.12, which includes delinquent payments of \$2005.62, and late charges of \$37.50*

--or--

2. *Second, you can pay this mortgage off entirely by tendering \$25,789.02, which includes a balance of \$24500.88; accrued interest through SEPTEMBER 30, 2008 of \$1203.39; late charges of \$37.50; a satisfaction fee of \$28.50; less unapplied balance of \$0.00.*

Interest will accrue at the rate of \$8.720 a day from SEPTEMBER 30, 2008. Your regular monthly payments will also continue to fall due and will be added to the total stated in Number 1 above if you fail to pay them.

EXHIBIT c

Holiday

FINANCIAL SERVICES

A subsidiary of CNB Financial Corporation

Page 2

If you chose to cure this default by either of the foregoing manners, the necessary payments should be made at this office of Holiday Financial Services. **PAYMENT SHOULD BE MADE BY CASH, CASHIER'S CHECK OR CERTIFIED CHECK.**

If you fail to cure this default within thirty (30) days, Holiday Financial Services will exercise its right to accelerate the mortgage payments. This means that the entire outstanding balance as stated in Paragraph 2 will become immediately due and payable. The lender will institute a foreclosure lawsuit against the real estate for that amount, which is \$25789.02, plus interest, costs of suit and an attorney's commission of the amounts reasonably and actually incurred by Holiday Financial Services. If Holiday Financial Services obtains judgment against you for those amounts, it can then execute against your residence, which will result in loss of this property at Sheriff Sale. I estimate the earliest date on which such a sheriff sale could be held would be **DECEMBER 31, 2008.**

If you cure your default within the thirty (30) day grace period, the mortgage will be recovered to the same position as if no default had occurred. However, you may only exercise this right to cure your default three (3) times in any calendar year.

The Law provides that you may sell this real estate subject to your delinquent mortgage, and your buyer, or anyone else, has the right to cure this default as explained in the preceding paragraphs. You also have the right to refinance this debt with another lender if possible. You also have the right to have this default cured by a third party acting on your behalf.

You have the right to assert in any foreclosure proceeding or any other lawsuit instituted under the mortgage documents, the nonexistence of a default or any other defense you believe you may have to any such actions against Holiday Financial Services.

If you make partial payments on the account of the delinquencies, we will accept them and apply them to the delinquencies. However, such partial payments will not cure your default or reinstate your loan unless we receive the entire amount required to cure the default.

This is a very serious matter. You will also find enclosed with this letter a "Notice of Homeowner's Emergency Mortgage Assistance Act of 1983". You must read both that Notice and this one, since they explain rights that you now have under Pennsylvania law.

Holiday

FINANCIAL SERVICES

A subsidiary of CNB Financial Corporation

Page 3

However, if you fail to exercise your right under the Homeowner's Emergency Mortgage Assistance Act or fail to cure your default within thirty (30) days, which is on or before **OCTOBER 11, 2008**, the lender will institute Foreclosure proceedings against your real estate, which will result in your loss of this property at Sheriff Sale.

Sincerely,



JOSEPH P. STROUSE
BRANCH MANAGER
HOLIDAY FINANCIAL SERVICES CORP.
P.O. BOX 209
1800 DAISY ST. EXT.
CLEARFIELD MALL - SUITE #350
CLEARFIELD, PA 16830

814-765-6460
877-765-6460

Enclosure

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

copy

SEPTEMBER 12, 2008

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

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

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

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

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

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

HOMEOWNER'S NAME(S):

KEVIN L. JORDAN

PROPERTY ADDRESS:

220 SOUTH 4TH STREET
CLEARFIELD, PA 16830

LOAN ACCOUNT NUMBER:

05-000686-5

ORIGINAL LENDER:

HOLIDAY FINANCIAL SERVICES CORP.

CURRENT LENDER/SERVICER :

Holiday Financial Services

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER,

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

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

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your properties located at: **220 SOUTH 4TH STREET
CLEARFIELD, PA 16830**

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

\$2043.12

CLEARFIELD, PA 16830

IF YOU DO NOT CURE THE DEFAULT-If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the**

mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

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

OTHER LENDER REMEDIES-The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE-It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 4 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

<u>Name of Lender:</u>	Holiday Financial Services
<u>Address:</u>	PO BOX 209 - 1800 DAISY ST. EXT. - CLEARFIELD MALL - #350 CLEARFIELD, PA 16830
<u>Phone Number:</u>	814-765-6460
<u>FAX Number:</u>	814-765-7520
<u>Contact Person:</u>	JOSEPH P. STROUSE

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

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

YOU MAY ALSO HAVE THE RIGHT:

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

FINAL NOTICE

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:

KEVIN L. JORDAN
113 East Locust St
Clearfield, PA 16830

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☒ X
☐ Agent
☐ Addressee

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

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

3. Service Type

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

4. Restricted Delivery (Enter YES)

☐ YES

Domestic Return Receipt

102595-02-M-1540

9-15-
9-20-
9-30-

RETURN RECEIPT REQUESTED
UNCLAIMED

KEVIN L. JORDAN
113 East Locust St.
Clearfield, PA 16830-

RETURNED TO SENDER
UNCLAIMED

1218 9 000 0002 0020 2002

Holiday
FINANCIAL SERVICES
A subsidiary of Citicorp Financial Corporation
P.O. Box 209
1800 Daisy Street
Clearfield Mail Unit # 350
Clearfield, PA 16830



CERTIFIED MAIL™

U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
SEP 12, 2008
\$5.49
00085835-03
16830
0000
POSTAL SERVICE

Holiday

FINANCIAL SERVICES

A subsidiary of Citicorp Financial Corporation

P.O. Box 209
1800 Daisy Street
Clearfield Mail Unit #350
Clearfield, PA 16830



2007 2002 0002 0002 0020 0188

RETURNED TO SENDER

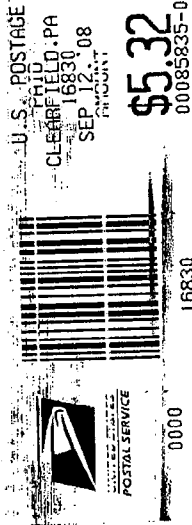
UNCLAIMED

ADDRESS SERVICE REQUESTED

KEVIN L. JORDAN
113 EAST LOCUST STREET
CLEARFIELD, PA 16830

**RETURN RECEIPT
REQUESTED**

9-15 ✓
9-20 ✓
9-30 ✓



FINAL NOTICE

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p>KEVIN L JORDAN 113 EAST LOCUST ST. CLEARFIELD PA 16830</p> <p>5-000686-5 ACRL</p>		<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7007 2560 0002 6020 8188</p> <p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-15-40</p>		<p>B. Received by (Printed Name) C. Date of Delivery</p>	
<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>			

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

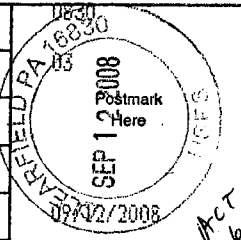
7007 2560 0002 6020 6166

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

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

OFFICIAL USE

Postage	\$ 1.42	\$0.42
Certified Fee	2.70	\$2.70
Return Receipt Fee (Endorsement Required)	2.20	\$2.20
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$ 5.32	\$5.32



Sent To KEVIN L JORDAN
 Street, Apt. No.,
 or PO Box No. 113 EAST LOCUST ST
 City, State, ZIP+4 CLEARFIELD PA 16830

PS Form 3800, August 2006

See Reverse for Instructions

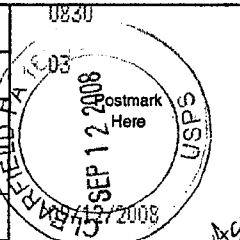
7007 2560 0002 6020 6171

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

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

OFFICIAL USE

Postage	\$ 1.42	\$0.42
Certified Fee	2.70	\$2.70
Return Receipt Fee (Endorsement Required)	2.20	\$2.20
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$ 5.32	\$5.49



Sent To KEVIN L JORDAN
 Street, Apt. No.,
 or PO Box No. 113 EAST LOCUST ST
 City, State, ZIP+4 CLEARFIELD PA 16830

PS Form 3800, August 2006

See Reverse for Instructions

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

HOLIDAY FINANCIAL SERVICES
CORPORATION,

Plaintiff

vs.

KEVIN L. JORDAN and
DORETHA JORDAN,

Defendants

No. 2008-2109-CD

FILED

0 11:41 a.m. GK
JAN 05 2009

William A. Shaw
Prothonotary/Clerk of Courts

1 Reinstated
Complaint to
Sheriff

Piff
Atty paid 7.00
(G10)

PRAECIPE TO REINSTATE

TO: Clearfield County Prothonotary

Please reinstate the Complaint filed in the above-caption matter and recertify two counterparts of the Complaint and forward one of them to the Sheriff Hawkins for service. The remaining copy should be returned to my office.

Date: December 31, 2008



Peter F. Smith, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-2109-CD

HOLIDAY FINANCIAL SERVICES CORPORATION
vs
KEVIN L. JORDAN and DORETHA JORDAN

SERVICE # 1 OF 1

COMPLAINT IN MORTGAGE FORECLOSURE (Reinstated)

SERVE BY: 02/04/2009 HEARING: PAGE: 105114

DEFENDANT: KEVIN L. JORDAN
ADDRESS: 215 WEST 6TH AVE.
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS _____

SHERIFF'S RETURN

NOW, 1-9-09 AT 11:58 AM/PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE (Reinstated) ON KEVIN L. JORDAN, DEFENDANT

BY HANDING TO Kevin Jordan, self

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

ADDRESS SERVED 215 W. 6th Ave Clearfield Pa 16830

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE (Reinstated) FOR KEVIN L. JORDAN

AT (ADDRESS) _____

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

I MAKE RETURN OF NOT FOUND AS TO KEVIN L. JORDAN

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Deputy Signature

Print Deputy Name

P

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

HOLIDAY FINANCIAL SERVICES
CORPORATION,

Plaintiff

vs.

KEVIN L. JORDAN and
DORETHA JORDAN,

Defendants

No. 2008-2109-CD

FILED NO CC
mjh:04.6d
MAR 04 2009 @10

William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF ADDRESS

I, Peter F. Smith, attorney for Plaintiff, certify that to the best of my information, knowledge and belief, the correct name and address of the Plaintiff and last known addresses of the Defendants are:

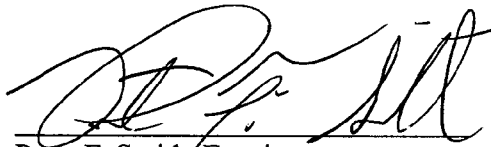
Plaintiff: Holiday Financial Service Corp.
P. O. Box 209
1800 Daisy Street
Clearfield Mall, unit 350
Clearfield, PA 16830

Defendant: Kevin Jordan
215 W. 6th Avenue
Clearfield, PA 16830

Doretha Jordan
3348 Portala Avenue
Pittsburgh, PA 15214

Date:

3/4/09


Peter F. Smith, Esquire
Attorney for Plaintiff
P. O. Box 130, 30 South Second St.
Clearfield, PA 16830
(814) 765-5595

cc: Holiday Financial Services Corp

Ø

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

HOLIDAY FINANCIAL SERVICES
CORPORATION,

Plaintiff

vs.

KEVIN L. JORDAN and
DORETHA JORDAN,

Defendants

No. 2008-2109-CD

FILED *Any pd. 20.00*
MTT-0481
MAR 04 2009 *Notice to Defs.*

§ William A. Shaw
Prothonotary/Clerk of Courts *(GK)*

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

1. I certify that on December 19, 2008 and February 11, 2009, I sent by First Class Mail, postage prepaid, the notice required by Pa.R.C.P. 237.1 of our intent to enter a default judgment against the Defendant. Attached hereto and incorporated herein is a true and correct copy of said Notices.

2. This Notice was sent to the Defendants at the following addresses:

Kevin L. Jordan
215 West 6th Avenue
Clearfield, PA 16830

Doretha Jordan
3348 Portala Avenue
Pittsburgh, PA 15214

3. More than ten days have elapsed since the mailing of said Notice, but Defendant is still in default of an Answer or other responsive pleading.

4. Please enter judgment in favor of the Plaintiff and against the Defendant in the amount of \$25,772.27 plus interest and costs of suit.

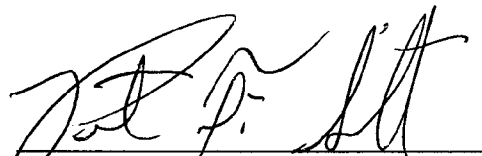
a)	Balance	\$24,500.88
b)	Interest Due to 10/11/08	\$ 1,203.39
c)	Interest accruing after 10/11/08 at \$8.720 per day (to be added)	\$_____
d)	Late charges	\$ 37.50
e)	Satisfaction Fee	\$ 30.50
f)	Costs of Suit (to be added)	\$_____
g)	Attorney's commission of amounts reasonably and actually incurred	\$_____

PRELIMINARY TOTAL	\$25,772.27
-------------------	-------------

FINAL TOTAL	\$_____
-------------	---------

Respectfully submitted,

Date: 3/4/09



Peter F. Smith, Esquire
Attorney for Plaintiff

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

HOLIDAY FINANCIAL SERVICES CORPORATION,	:	No. 2008-2109-CD
	:	
Plaintiff	:	
	:	
	:	
vs.	:	
	:	
KEVIN L. JORDAN and	:	
DORETHA JORDAN,	:	
Defendants	:	
	:	

TO: Kevin L. Jordan	Doretha Jordan
215 West 6 th Street	3348 Portala Avenue
Clearfield, PA 16830	Pittsburgh, PA 15214

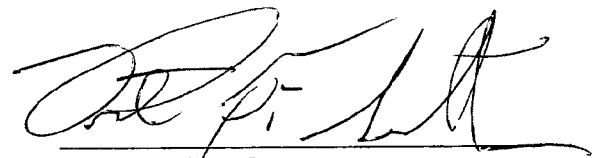
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

THIS TEN (10) DAY PERDIOD SHALL EXPIRE ON DECEMBER 29, 2008.

COURT ADMINISTRATOR
Clearfield County Courthouse
Market and Second Streets
Clearfield, PA 16830
(814) 765-2641

Date: December 19, 2008


Peter F. Smith
Attorney for Plaintiff

cc: Joe Strouse, Holiday Financial

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

HOLIDAY FINANCIAL SERVICES CORPORATION,	:	No. 2008-2109-CD
Plaintiff	:	
	:	
vs.	:	
	:	
KEVIN L. JORDAN and	:	
DORETHA JORDAN,	:	
Defendants	:	

TO: Kevin L. Jordan
215 West 6th Avenue
Clearfield, PA 16830

Doretha Jordan
3348 Portala Avenue
Pittsburgh, PA 15214


IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

THIS TEN (10) DAY PERDIOD SHALL EXPIRE ON FEBRUARY 23, 2009.

COURT ADMINISTRATOR
Clearfield County Courthouse
Market and Second Streets
Clearfield, PA 16830
(814) 765-2641

Date: February 11, 2009


Peter F. Smith
Attorney for Plaintiff

cc: Joseph P. Strouse, Holiday Financial Services Corp.

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

HOLIDAY FINANCIAL SERVICES
CORPORATION,

Plaintiff

vs.

KEVIN L. JORDAN and
DORETHA JORDAN,

Defendants

No. 2008-2109-CD

Notice is given that a judgment has been entered of record in Clearfield County against Kevin L. Jordan and Doretha Jordan, Defendants, and in favor of the Plaintiff in the amount of \$25,772.27, plus interest and costs.

Prothonotary

By William L. Hargis, Deputy

Rule of Civil Procedure No. 236

ϕ

FILED
APR 25 2009
ICE & 6
writs to
Sheriff
William A. Shaw
Prothonotary/Clerk of Courts
62

The parcel of real estate subject to this action consists of a two-story house, together with all improvements thereon, on 0.23 acre lot known as 220 South Fourth Street, Clearfield, (Clearfield County) Pennsylvania 16830. It is also identified as

Clearfield County Tax Map Number 4.2-K08-221-00017 and is more particularly described as follows:

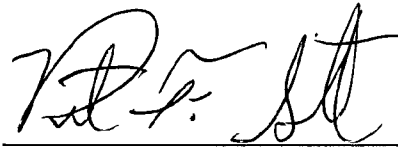
ALL that certain lot or land situate in Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

On the North by an alley; On the East by an alley; On the South by Loy No. 43 in the Plan of Clearfield Borough; and On the West by Fourth Street, the lot hereby conveyed being known as Lot No. 44 in the above mentioned plan.

BEING the same premises conveyed to Kevin L. Jordan by deed dated May 10, 2007 and recorded at Clearfield County Instrument Number 200709655.

Dated:

3/4/09

A handwritten signature in black ink, appearing to read 'P.F. Smith', written over a horizontal line.

Peter F. Smith, Esquire
Attorney for Plaintiff
P. O. Box 130,30 South Second Street
Clearfield, PA 16830
(814) 765-5595

4

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

HOLIDAY FINANCIAL SERVICES	:	No. 2008-2109-CD
CORPORATION,	:	
Plaintiff	:	
	:	
	:	
vs.	:	
	:	
KEVIN L. JORDAN and	:	
DORETHA JORDAN,	:	
Defendants	:	

WRIT OF EXECUTION

Commonwealth of Pennsylvania

County of Clearfield

To the Sheriff of Clearfield County:

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

The parcel of real estate subject to this action consists of a two-story house, together with all improvements thereon, on 0.23 acre lot known as 220 South Fourth Street, Clearfield, (Clearfield County) Pennsylvania 16830. It is also identified as Clearfield County Tax Map Number 4.2-K08-221-00017 and is more particularly described as follows:

ALL that certain lot or land situate in Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

On the North by an alley; On the East by an alley; On the South by Loy No. 43 in the Plan of Clearfield Borough; and On the West by Fourth Street, the lot hereby conveyed being known as Lot No. 44 in the above mentioned plan.

BEING the same premises conveyed to Kevin L. Jordan by deed dated May 10, 2007 and recorded at Clearfield County Instrument Number 200709655.


Amounts Due:

a)	Balance	\$24,500.88
b)	Interest Due to 10/11/08	\$ 1,203.39
c)	Interest accruing after 10/11/08 at \$8.720 per day (to be added)	\$ _____
d)	Late charges	\$ 37.50
e)	Satisfaction Fee	\$ 30.50
f)	Costs of Suit (to be added)	\$ _____
g)	Attorney's commission of amounts reasonably and actually incurred	\$ _____

PRELIMINARY TOTAL \$25,772.27

FINAL TOTAL

142.00 Prothonotary costs
\$



Prothonotary

Deputy

Seal of the Court

Date: 3/4/09

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104907
NO: 08-2109-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HOLIDAY FINANCIAL SERVICES CORPORATION
vs.
DEFENDANT: KEVIN L. JORDAN and DORETHA JORDAN

SHERIFF RETURN

NOW, November 20, 2008, SHERIFF OF ALLEGHENY COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DORETHA JORDAN.

NOW, November 28, 2008 AT 9:20 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DORETHA JORDAN, DEFENDANT. THE RETURN OF ALLEGHENY COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

5
FILED
9/3/20/01
FEB 20 2009
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104907
NO: 08-2109-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HOLIDAY FINANCIAL SERVICES CORPORATION
vs.
DEFENDANT: KEVIN L. JORDAN and DORETHA JORDAN

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HOLIDAY FIN.	0005002387	20.00
SHERIFF HAWKINS	HOLIDAY FIN.	0005002387	28.00
ALLEGHENY CO.	HOLIDAY FIN.	0005002388	75.00

Sworn to Before Me This

_____ Day of _____ 2009

So Answers,



Chester A. Hawkins
Sheriff

William P Mullen
Sheriff

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

Joseph A. Rizzo
Chief Deputy

PLAINTIFF : Holiday Financial Services

DEFT : Doretha Jordan

GARNISHEE :

DISTRICT : District 10

ADDRESS : 3348 Portala Avenue

Pittsburgh, PA 15214

MUNICIPALITY/CITY WARD: Pittsburgh / 22

Originating County : Clearfield

ATTY Name/ADDRESS :

ATTY PHONE :

TYPE OF SERVICE :

☐ Personal ☒ Person In charge ☐ Deputize ☐ Mail ☐ Posted ☐ Other ☐ Seize & Stored ☐ First Class Mail ☐ Publication

Service Address Direction :

CASE # : 08-2109-CD

EXPIRES : 12/4/2008 11:59:59 PM

- ☐ SUMMONS/PRAECIPE
☐ SEIZURE OR POSSESSION
☐ NOTICE AND COMPLAINT
☐ REVIVAL OR SCI FA
☐ INTERROGATORIES
☐ EXECUTION - LEVY OR GARNISHEE
☒ OTHER

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

"--Is the Sheriff instructed to take manual possession of the property? _____ If "yes" bond in the amount of \$ _____ must be posted prior to levy."

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: _____
MAKE MODEL MOTOR NUMBER SERIAL NUMBER LICENSE NUMBER

I hereby CERTIFY and RETURN that on the 26 day of Nov 2008 at 9:20 o'clock, AM/PM. Address Above/Address Below, County of Allegheny, Pennsylvania

I have served in the manner Described below: _____

- ☒ Defendant(s) personally served
☐ Adult in charge of Defendant's residence who refused to give name or relationship
☐ Adult family member with whom said Defendant(s) reside(s). Name & Relationship
☐ Manager/Other person authorized to accept deliveries of U.S 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; writ expired _____

☐ Regular Mail Why: _____

You are hereby notified that on _____, 20____, 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 Civil Division. Please check before Satisfying Case



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 104907

HOLIDAY FINANCIAL SERVICES CORPORATION

VS.

KEVIN L. JORDAN and DORETHA JORDAN

TERM & NO. 08-2109-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 12/04/08
COURT DATE:

MAKE REFUND PAYABLE TO HOLIDAY FINANCIAL SERVICES

SERVE: DORETHA JORDAN

ADDRESS: 3348 PORTALA AVENUE, PITTSBURGH, PA 15214

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, November 20, 2008.

RESPECTFULLY,

FILED

FEB 20 2009

William A. Shaw
Prothonotary/Clerk of Courts

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

PETER F. SMITH
ATTORNEY
30 SOUTH SECOND STREET
P.O. BOX 130
CLEARFIELD, PENNSYLVANIA 16830

(814) 765-5595
FAX (814) 765-6662

E-mail
pfsatty@verizon.net

November 3, 2008

Allegheny County Sheriff
Allegheny County Courthouse
436 Grant Street
Pittsburgh, PA 15219

Re: Holiday Financial Services Corp. v. Kevin Jordan and Doretha Jordan

Dear Sheriff:

I filed a Foreclosure Complaint in the matter above with the Clearfield County Prothonotary in Clearfield, Pennsylvania.

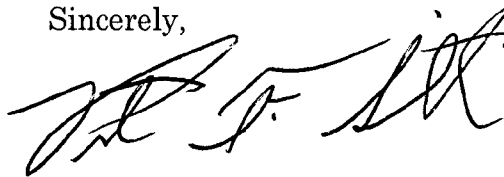
The Sheriff of Clearfield County has been directed to deputize you. He will forward one certified copy of the Complaint to you for service on Defendant, Doretha Jordan at the following address:

Doretha Jordan
3348 Portala Avenue
Pittsburgh, PA 15214

I enclose a check for your costs of service and a check payable to the notary.

If you have any questions or additional information is needed, please do not hesitate to contact my office.

Sincerely,

A handwritten signature in black ink, appearing to be 'P.F. Smith', written over a horizontal line.

Peter F. Smith

PFS/jac
Enclosure
cc: Joseph P. Strouse, Holiday Financial Serv.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105114
NO: 08-2109-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

(Reinstated)

PLAINTIFF: HOLIDAY FINANCIAL SERVICES CORPORATION
vs.
DEFENDANT: KEVIN L. JORDAN and DORETHA JORDAN

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HOLIDAY FIN.	0005002617	10.00
SHERIFF HAWKINS	HOLIDAY FIN.	0005002617	11.00

5
FILED
01/31/22
FEB 20 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2009

So Answers,



Chester A. Hawkins
Sheriff

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

HOLIDAY FINANCIAL SERVICES
CORPORATION,

Plaintiff

vs.

KEVIN L. JORDAN and
DORETHA JORDAN,

Defendants

No. 2008-2109-CD

FILED ICC Atty
9/10:17am Smith
APR 10 2009

William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for the Plaintiff in the above-captioned matter, being duly sworn according to law, depose and say that I sent by Certified Mail and by U.S. First Class Mail, Postage Prepaid, a true and correct copy of the Rule 3129 Notice & Sheriff's Handbill on the following parties at the following addresses on **MARCH 18, 2009**:

The U.S. Postal Forms 3800, 3811 and 3817 certifying this mailing are attached hereto and incorporated herein.

7006 0100 0003 4232 7348

CERTIFIED &

U.S. FIRST CLASS MAIL

Kevin Jordan,
215 W. 6th Avenue
Clearfield, PA 16830

7006 0100 0003 4232 7324

CERTIFIED &

U.S. FIRST CLASS MAIL

Doretha Jordan
3348 Portala Avenue
Pittsburgh, PA 15214

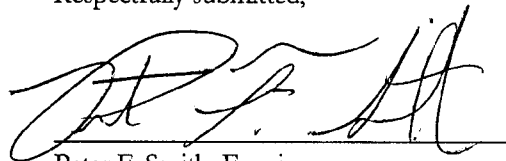
Holiday Financial Services
P.O. Box 209
1800 Daisy Street
Clearfield, PA 16830

Clearfield County Tax Claim Bureau
Clearfield County Courthouse Annex
230 East Market Street
Clearfield, PA 16830

Clearfield Municipal Authority
107 East Market Street
Clearfield, PA 16830

Misty Sones
220 South 4th Street
Clearfield, PA 16830

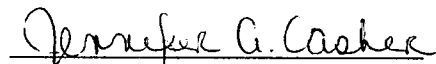
Respectfully submitted,

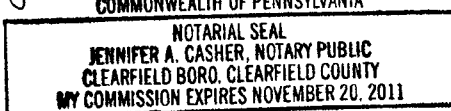


Peter F. Smith, Esquire
Attorney for Plaintiff
30 South Second Street, P O. Box 130
Clearfield, PA 16830

Date: March 18, 2009

Sworn to and subscribed before me this
18th day of March, 2009


Notary Public
COMMONWEALTH OF PENNSYLVANIA



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:

KEVIN L. JORDAN
215 WEST 6TH AVENUE
CLEARFIELD, PA 16830

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

X *K. L. Jordan*

☐ Agent☐ Addressee**B. Received by (Printed Name)**

Kevin L. Jordan

C. Date of Delivery

MAR 19 2009

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

If YES, enter delivery address below: ☐ No

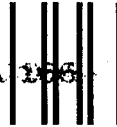
3. Service Type☐ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.**4. Restricted Delivery? (Extra Fee)**☐ Yes**2. Article Number**

(Transfer from service label)

7006 0100 0003 4232 7348

UNITED STATES POSTAL SERVICE

ALTOONA PA 166



First-Class Mail
Postage & Fees Paid
USPS
Permit No. 640

12 MAR 2009 PM 11

• Sender: Please print your name, address, and ZIP+4 in this box •

PETER F. SMITH, ESQUIRE
P.O. BOX 130
CLEARFIELD, PA 16830

holiday

Holiday Financial Services Corp.
Vs.
Kevin Jordan et al.
Clearfield Co. No. 2008-2109-CD
Certificate of Service

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) For delivery information visit our website at www.usps.com		OFFICIAL USE	
Postage	\$	Postmark Here	03/18/2009
Certified Fee	\$4.70		
Return Receipt Fee (Endorsement Required)	\$2.20		
Restricted Delivery Fee (Endorsement Required)	\$0.00		
Total Postage & Fees	\$		
Sent To KEVIN L. JORDAN Street, Apt. No.: 215 WEST 6TH AVENUE or PO Box No. City, State, ZIP+4 CLEARFIELD, PA 16830		PS Form 3800, June 2002 See Reverse for Instructions	

0000 0010 9002

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) For delivery information visit our website at www.usps.com		OFFICIAL USE	
Postage	\$	Postmark Here	03/18/2009
Certified Fee	\$4.70		
Return Receipt Fee (Endorsement Required)	\$2.20		
Restricted Delivery Fee (Endorsement Required)	\$0.00		
Total Postage & Fees	\$		
Sent To DORETHA JORDAN Street, Apt. No.: 3348 PORTALA AVENUE or PO Box No. City, State, ZIP+4 PITTSBURGH, PA 15214		PS Form 3800, June 2002 See Reverse for Instructions	

0000 0010 9002

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: PETER F. SMITH, ATTORNEY P.O. BOX 130 CLEARFIELD, PA 16830	
One piece of ordinary mail addressed to: HOLIDAY FINANCIAL SERVICES CORP. P.O. BOX 209 1800 DAISY STREET CLEARFIELD, PA 16830	

Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.

PETER F. SMITH
ATTORNEY
30 SOUTH SECOND STREET
POST OFFICE BOX 130
CLEARFIELD, PENNSYLVANIA 16830

CERTIFIED MAIL™

7006 0100 0003 4232 7324



U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
MAR 18 '09
AMOUNT
\$5.32
00085835-09

0000

15214

Doretha Jordan
3348 Portala Avenue
Pittsburgh, PA 15214

W
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Z

THE
M
S
N
S

02 04/09/09

REF TORN UNCL W BLN
TCH TO SEH FOR D
SEND R

EC: 16830013030 *0132-05671-09-18

06700000000000000000

[illegible]

Holiday Financial Services Corp.
Vs.
Kevin Jordan et al.
Clearfield Co. No. 2008-2109-CD
Certificate of Service

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: PETER F. SMITH, ATTORNEY P.O. BOX 130 CLEARFIELD, PA 16830	
One piece of ordinary mail addressed to: KEVIN L. JORDAN 215 WEST 6TH AVENUE CLEARFIELD, PA 16830	

PS Form 3817, January 2001

Affix fee here in stamp or meter postage and post mark. Inquire of Postmaster for current fee.

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: PETER F. SMITH, ATTORNEY P.O. BOX 130 CLEARFIELD, PA 16830	
One piece of ordinary mail addressed to: CLEARFIELD COUNTY TAX CLAIM BUREAU CLEARFIELD COUNTY ANNEX BUILDING 230 EAST MARKET STREET CLEARFIELD, PA 16830	

Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.

PS Form 3817, January 2001

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: PETER F. SMITH, ATTORNEY P.O. BOX 130 CLEARFIELD, PA 16830	
One piece of ordinary mail addressed to: DORETHA JORDAN 3348 PORTALA AVENUE PITTSBURGH, PA 15214	

PS Form 3817, January 2001

Affix fee here in stamp or meter postage and post mark. Inquire of Postmaster for current fee.

Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: PETER F. SMITH, ATTORNEY P.O. BOX 130 CLEARFIELD, PA 16830	
One piece of ordinary mail addressed to: MISTY SONES 220 SOUTH 4TH STREET CLEARFIELD, PA 16830	

PS Form 3817, January 2001

Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: PETER F. SMITH, ATTORNEY P.O. BOX 130 CLEARFIELD, PA 16830	
One piece of ordinary mail addressed to: CLEARFIELD MUNICIPAL AUTHORITY 107 EAST MARKET STREET CLEARFIELD, PA 16830	

PS Form 3817, January 2001

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

Holiday Financial Services Corporation
P.O. Box 209
1800 Daisy Street
Clearfield Mall, Unit 350
Clearfield, PA 16830
Dated 6/12/07
Recorded 6/12/07
Inst No. 200709754
\$25,125.33

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

Clearfield Co Tax Claim Bureau
Clearfield Co Courthouse Annex
230 E. Market Street
Clearfield, PA 16830

Clearfield Municipal Authority
107 East Market Street
Clearfield, PA 16830

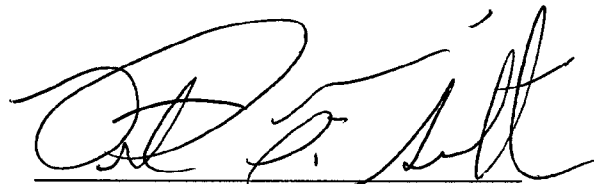
6. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Misty Sones
220 South 4th Street
Clearfield, PA 16830

I verify that the statements made in this Affidavit are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S §4904 relating to unsworn falsifications to authorities.

Dated:

3/4/09



Peter F. Smith, Esquire
Attorney for Plaintiff
30 South Second Street, P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

**SHERIFF'S OFFICE
CLEARFIELD COUNTY
CASE # 104907**

DEAR KEVIN L. JORDAN

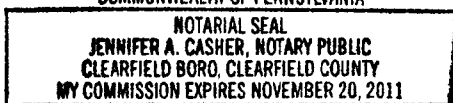
Would you please contact the Sheriff's Office EXTENSION **1360** concerning legal papers we have for you

When you call, please give your name and the case # noted above (**104907**) 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

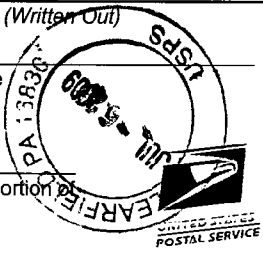




Receipt

Amount (Written Out)	Amount (In Numbers)
Purpose	
Is any Portion of	
If "Yes," the fair m. First-Class postag	1000
By (Signature and	Date

PS Form 1096, April 1998



U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
JUL 06, 09
\$1.97
00085835-03

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER

Received From:

Peter F. Smith, Esquire

P.O. Box 130

Clearfield, PA 16830

One piece of ordinary mail addressed to:

Misty Sones

220 South 4th Street

Clearfield, PA 16830

U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
JUL 06, 09
\$1.15
00085835-03



1000

PS Form 3817, Mar. 1989

•U.S. GPO:1991-312-605/51430

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage	\$	22.00
Certified Fee	\$	2.80
Return Receipt Fee (Endorsement Required)	\$	2.30
Restricted Delivery Fee (Endorsement Required)	\$	0.00
Total Postage & Fees	\$	27.10

Sent To
Kevin Jordan
Street, Apt. No.,
or PO Box No. 215 W. 6th Avenue
City, State, ZIP+4
Clearfield, PA 16830

PS Form 3800, June 2002 See Reverse for Instructions

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage	\$	40.61
Certified Fee	\$	2.80
Return Receipt Fee (Endorsement Required)	\$	2.30
Restricted Delivery Fee (Endorsement Required)	\$	0.00
Total Postage & Fees	\$	45.71

Sent To
Doretha Jordan
Street, Apt. No.,
or PO Box No. 3348 Portala Avenue
City, State, ZIP+4
Pittsburgh, PA 15214

PS Form 3800, June 2002 See Reverse for Instructions

Holiday Financial Services Corp.
Vs.
Kevin Jordan et al.
Clearfield Co. No. 2008-2109-CD
Certificate of Service

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From:	
<u>Peter F. Smith, Esquire</u>	
<u>P.O. Box 130</u>	
<u>Clearfield, PA 16830</u>	
One piece of ordinary mail addressed to:	
<u>Clearfield County Tax Claim Bureau</u>	
<u>Clearfield County Courthouse Annex</u>	
<u>230 East Market Street</u>	
<u>Clearfield, PA 16830</u>	

PS Form 3817, Mar. 1989

*U.S. GPO:1991-312-605/51430

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From:	
<u>Peter F. Smith, Esquire</u>	
<u>P.O. Box 130</u>	
<u>Clearfield, PA 16830</u>	
One piece of ordinary mail addressed to:	
<u>Clearfield Municipal Authority</u>	
<u>107 East Market Street</u>	
<u>Clearfield, PA 16830</u>	

PS Form 3817, Mar. 1989

*U.S. GPO:1991-312-605/51430

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From:	
<u>Peter F. Smith, Esquire</u>	
<u>P.O. Box 130</u>	
<u>Clearfield, PA 16830</u>	
One piece of ordinary mail addressed to:	
<u>Holiday Financial Services</u>	
<u>P.O. Box 209</u>	
<u>1800 Daisy Street</u>	
<u>Clearfield, PA 16830</u>	

PS Form 3817, Mar. 1989

*U.S. GPO:1991-312-605/51430

U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
JUL 06 09
AMOUNT
\$1.15
00085835-03



1000

U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
JUL 06 09
AMOUNT
\$1.15
00085835-03



1000

U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
JUL 06 09
AMOUNT
\$1.15
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1000

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From:	
<u>Peter F. Smith, Esquire</u>	
<u>P.O. Box 130</u>	
<u>Clearfield, PA 16830</u>	
One piece of ordinary mail addressed to:	
<u>Kevin Jordan</u>	
<u>215 W. 6th Avenue</u>	
<u>Clearfield, PA 16830</u>	

PS Form 3817, Mar. 1989

*U.S. GPO:1991-312-605/51430

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From:	
<u>Peter F. Smith, Esquire</u>	
<u>P.O. Box 130</u>	
<u>Clearfield, PA 16830</u>	
One piece of ordinary mail addressed to:	
<u>Doretha Jordan</u>	
<u>3348 Portala Avenue</u>	
<u>Pittsburgh, PA 15214</u>	

PS Form 3817, Mar. 1989

*U.S. GPO:1991-312-605/51430

U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
JUL 06 09
AMOUNT
\$1.15
00085835-03



1000

U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
JUL 06 09
AMOUNT
\$1.15
00085835-03



1000

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:

Kevin Jordan
215 W. 6th Avenue
Clearfield, PA 16830

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

X *Kevin Jordan*

☐ Agent☐ Addressee**B. Received by (Printed Name)**

Kevin Jordan

C. Date of Delivery

JUL 08 2009

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 0100 0003 4232 6808

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Doretha Jordan
3348 Portala Avenue
Pittsburgh, PA 15214

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

X

☐ Agent☐ Addressee**B. Received by (Printed Name)****C. Date of Delivery****D. Is delivery address different from item 1?** ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.**4. Restricted Delivery? (Extra Fee)**☐ Yes**2. Article Number**

(Transfer from service label)

7006 0100 0003 4232 7232

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20942
NO: 08-2109-CD

PLAINTIFF: HOLIDAY FINANCIAL SERVICES CORPORATION
vs.
DEFENDANT: KEVN L. JORDAN AND DORETHA JORDAN

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 3/3/2009

LEVY TAKEN 3/17/2009 @ 11:44 AM

POSTED 3/17/2009 @ 11:44 AM

SALE HELD 8/7/2009

SOLD TO HOLIDAY FINANCIAL SERVICES CORPORATION

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 10/14/2009

DATE DEED FILED 10/14/2009

PROPERTY ADDRESS 220 SOUTH FOURTH STREET CLEARFIELD , PA 16830

Ack
pd 5.00
FILED

OCT 14 2009

Wm
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

3/17/2009 @ 11:50 AM SERVED KEVIN L. JORDAN

SERVED KEVIN L. JORDAN, DEFENDANT, AT HIS RESIDENCE 215 WEST 6TH AVENUE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KEVIN L. JORDAN

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

@ SERVED DORETHA JORDAN
MARCH 18, 2009 DEPUTIZED ALLEGHENY COUNTY FOR SERVICE.

3/31/2009 @ 1:00 PM SERVED DORETHA JORDAN

ALLEGHENY COUNTY SERVED DORETHA JORDAN, DEFENDANT, AT 3348 PORTALA AVENUE, PITTSBURGH, PA 15214 BY HANDING TO ALLEN JORDAN, SON OF THE DEFENDANT

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

@ SERVED

NOW, JULY 6, 2009 MONEY FOR BALANCE OF SALE WAS NEVER RECEIVED FROM THEODORE CASHER SUCCESSFUL BIDDER. THE PROPERTY DESCRIPTION WAS SENT FOR READVERTISING FOR AUGUST 7, 2009 SALE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20942
NO: 08-2109-CD

PLAINTIFF: HOLIDAY FINANCIAL SERVICES CORPORATION
vs.
DEFENDANT: KEVN L. JORDAN AND DORETHA JORDAN

Execution REAL ESTATE

SHERIFF RETURN


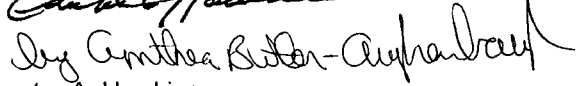
SHERIFF HAWKINS \$199.04

SURCHARGE \$40.00 PAID BY PLAINTIFF

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

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

HOLIDAY FINANCIAL SERVICES	:	No. 2008-2109-CD
CORPORATION,	:	
Plaintiff	:	
	:	
	:	
vs.	:	
	:	
KEVIN L. JORDAN and	:	
DORETHA JORDAN,	:	
Defendants	:	

WRIT OF EXECUTION

Commonwealth of Pennsylvania

County of Clearfield

To the Sheriff of Clearfield County:

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

The parcel of real estate subject to this action consists of a two-story house, together with all improvements thereon, on 0.23 acre lot known as 220 South Fourth Street, Clearfield, (Clearfield County) Pennsylvania 16830. It is also identified as Clearfield County Tax Map Number 4.2-K08-221-00017 and is more particularly described as follows:

ALL that certain lot or land situate in Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

On the North by an alley; On the East by an alley; On the South by Loy No. 43 in the Plan of Clearfield Borough; and On the West by Fourth Street, the lot hereby conveyed being known as Lot No. 44 in the above mentioned plan.

BEING the same premises conveyed to Kevin L. Jordan by deed dated May 10, 2007 and recorded at Clearfield County Instrument Number 200709655.

Amounts Due:

a)	Balance	\$24,500.88
b)	Interest Due to 10/11/08	\$ 1,203.39
c)	Interest accruing after 10/11/08 at \$8.720 per day (to be added)	\$ _____
d)	Late charges	\$ 37.50
e)	Satisfaction Fee	\$ 30.50
f)	Costs of Suit (to be added)	\$ _____
g)	Attorney's commission of amounts reasonably and actually incurred	\$ _____

PRELIMINARY TOTAL

\$25,772.27

FINAL TOTAL

\$ 142.00 Prothonotary costs

William L. Shaw
Prothonotary

Deputy

Seal of the Court

Date: 3/4/09

Received this writ this 3rd day
of March A.D. 2009
At 2:00 A.M./P.M.

C. Carter A. Henderson
Sheriff By Andrew Butler

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME KEVIN L. JORDAN

NO. 08-2109-CD

NOW, October 14, 2009, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on August 07, 2009, I exposed the within described real estate of Kevn L. Jordan And Doretha Jordan to public venue or outcry at which time and place I sold the same to HOLIDAY FINANCIAL SERVICES CORPORATION he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.04
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	

TOTAL SHERIFF COSTS \$199.04

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$28.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	24,500.88
INTEREST @ 8.7200 %	2,607.28
FROM 10/12/2008 TO 08/07/2009	
PROTH SATISFACTION	
LATE CHARGES AND FEES	37.50
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	30.50
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	1,203.39
MISCELLANEOUS	

TOTAL DEBT AND INTEREST \$30,424.84

COSTS:

ADVERTISING	543.50
TAXES - COLLECTOR	1,116.71
TAXES - TAX CLAIM	2,250.23
DUE	
LIEN SEARCH	200.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	199.04
LEGAL JOURNAL COSTS	324.00
PROTHONOTARY	142.00
MORTGAGE SEARCH	80.00
MUNICIPAL LIEN	297.52

TOTAL COSTS \$5,186.50

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

PETER F. SMITH
ATTORNEY
30 SOUTH SECOND STREET
P.O. BOX 130
CLEARFIELD, PENNSYLVANIA 16830

(814) 765-5595
FAX (814) 765-6662

E-mail
pfsatty@verizon.net

March 4, 2009

Allegheny County Sheriff
Allegheny County Courthouse
436 Grant Street
Pittsburgh, PA 15219

Re: Holiday Financial Services Corp. v. Kevin Jordan and Doretha Jordan

Dear Sheriff:

I have filed a Praecipe and Writ of Execution in the matter above with the Clearfield County Prothonotary.

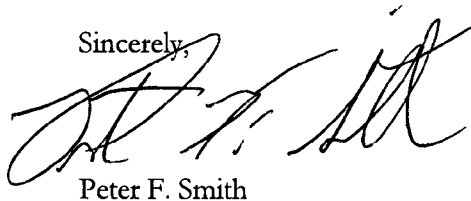
The Sheriff of Clearfield County has been directed to deputize you. He will forward a copy of the Writ to you for service on Doretha Jordan, a Defendant, at the following address:

Doretha Jordan
3348 Portala Avenue
Pittsburgh, PA 15214

I enclose a check in the amount of \$75.00 for your costs of service and a check in the amount of \$5.00 which represents the fee for Eda Woodward.

If you have any questions or additional information is needed, please do not hesitate to contact my office.

Sincerely,

A handwritten signature in black ink, appearing to be 'P. F. Smith', written over a horizontal line.

Peter F. Smith

PFS/jac
Enclosures
cc: Joseph P. Strouse, Holiday Financial Services



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) 765-5945
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 20942 TERM & NO. 08-2109-CD

HOLIDAY FINANCIAL SERVICES CORPORATION
VS.
KEVN L. JORDAN AND DORETHA JORDAN

DOCUMENTS TO BE SERVED:
NOTICE OF SALE
WRIT OF EXECUTION
COPY OF LEVY

SERVE BY: MAY 5, 2009

**MAKE REFUND PAYABLE TO
RETURN TO BE SENT TO THIS OFFICE**

SERVE: DORETHA JORDAN

ADDRESS: 3348 PORTALA AVENUE
PITTSBURGH, PA 15214

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, Wednesday, March 18, 2009.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

FW
N.N.

Direction sheet for Sheriff

Page 1 of 1

William P Mullen
Sheriff

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

Joseph A. Rizzo
Chief Deputy

PLAINTIFF : Holiday Financial Services

CASE # : 08-2109-CD

EXPIRES : 5/5/2009 11:59:59 PM

DEFT : Doretha Jordan

GARNISHEE :

DISTRICT : District 10

ADDRESS : 3348 Portala Avenue

Pittsburgh, PA 15214

MUNICIPALITY/CITY WARD: Pittsburgh / 22

Originating County : Clearfield

ATTY Name/ADDRESS :

ATTY PHONE :

TYPE OF SERVICE :

☒ Personal ☐ Person In charge ☐ Deputize ☐ Mail ☐ Posted ☐ Other ☐ Seize & Stored ☐ First Class Mail ☐ Publication

Service Address Direction :

Now I, the SHERIFF OF ALLEGHENY COUNTY, PA do hereby deputize the Sheriff of County to execute this Writ and make return thereof according to law

"--Is the Sheriff instructed to take manual possession of the property? _____ If "yes" bond in the amount of \$ _____ must be posted prior to levy."

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: _____
MAKE MODEL MOTOR NUMBER SERIAL NUMBER LICENSE NUMBER

I hereby CERTIFY and RETURN that on the 31 day of 2 at 1300 o'clock, AM/PM. Address Above/Address Below, County of Allegheny, Pennsylvania

I have served in the manner Described below:

- ☐ Defendant(s) personally served
☐ Adult in charge of Defendant's residence who refused to give name or relationship
☒ Adult family member with whom said Defendant(s) reside(s). Name & Relationship Allen Jordan (Scr)
☒ Manager/Other person authorized to accept deliveries of U.S 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; writ expired _____

☐ Regular Mail Why: _____

You are hereby notified that on _____, 20____, 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 Civil Division, PENNSYLVANIA Satisfying Case

Writ found subscribed before me this 31st day of March, 2009
Eda Woodward

Notarial Seal
Eda Woodward, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires May 28, 2012

DEPUTY GREEN

<http://prothonotary.county.allegheny.pa.us/AlleghenySheriffBases/DirectionsSheet.asp?Wri...> 3/20/2009