

NOTICE OF DEFAULT AND FORECLOSURE SALE

WHEREAS, on November 22, 2004, a certain mortgage was executed by Margaret R. Kirker, Widow, as mortgagor in favor of Seattle Mortgage Company as mortgagee, and was recorded in the Office of the Recorder of Deeds of Allegheny County on December 02, 2004, as Book 29135, Page 61, as Instrument No. 2004-219121, (Mortgage); and **WHEREAS**, the Mortgage encumbers property located at 615 Maple Street, Coraopolis, PA 15108, Parcel Number 342-K-112 (Property); and **WHEREAS**, the Property was owned by Margaret R. Kirker, a Widow, by virtue of a deed dated November 22, 2004, and recorded on December 2, 2004, in Book 12276, Page 561, as Instrument No. 2004-41654; and **WHEREAS**, record owner Margaret R. Kirker departed this life on July 27, 2022, thereby vesting title in Her Personal Representatives, Heirs and Assigns, and Margaret R. Kirker, deceased, is hereby released from liability pursuant to Pa. R.C.P. No. 1144); and **WHEREAS**, the Property was insured by the United States Secretary of Housing and Urban Development (the Secretary) pursuant to the National Housing Act for the purpose of providing single family housing; and **WHEREAS**, the Mortgage is now owned by the Secretary, pursuant to an assignment to Bank of America, N.A., dated July 9, 2007, and recorded on July 16, 2007, in Book 34143, Page 531, as Instrument No. 2007-77273, and a further assignment from Bank of America, N.A. to the Secretary, dated May 31, 2009, and recorded on December 24, 2009, in Book 37576, Page 545, as Instrument No. 2009-117326, in the Office of the Recorder of Deeds, Allegheny County, Pennsylvania; and **WHEREAS** a default has been made in the covenants and conditions of the Mortgage in that it appears that the Property has ceased to be the principal residence of the Borrower, and the entire principal balance becomes due and owing, and that no payment was made, and remains wholly unpaid as of the date of this Notice; and **WHEREAS**, the entire amount delinquent as of May 03, 2024 is \$122,344.14, plus interest, costs and other charges through the sale date; and **WHEREAS**, by virtue of this default, the Secretary has declared the entire amount of the indebtedness secured by the Mortgage to be immediately due and payable; **NOW THEREFORE**, pursuant to powers vested in me by the Single Family Mortgage Foreclosure Act of 1994, 12 U.S.C. §§ 3751 et seq., by 24 CFR part 27, subpart B, and by the Secretary's designation of me as Foreclosure Commissioner, recorded on March 14, 2023 as Instrument Number: 2023-287, in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, notice is hereby given that on August 19 at 10:00 AM local time, all real property and personal property at or used in connection with the following described premises (Property) will be sold at public auction to be held as an in person public auction at the front steps of the Allegheny Courthouse located at 436 Grant Street, Pittsburgh, PA, 15219, all real property and personal property at or used in connection with the following described premises ("Property") will be sold at public auction to the highest bidder. Commonly known as: 615 Maple Street, Coraopolis, PA 15108. ALL THAT CERTAIN LOT OR PIECE OF GROUND SITUATE IN THE BOROUGH OF CORAOPOLIS, COUNTY OF ALLEGHENY, PENNSYLVANIA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE EASTERLY LINE OF MAPLE STREET (A 33 FOOT STREET), SAID POINT BEING SOUTH 34° 56' WEST, A DISTANCE OF ONE HUNDRED TWENTY-TWO AND 97/100 (122.97) FEET FROM THE INTERSECTION OF THE EASTERLY LINE OF MAPLE STREET WITH THE SOUTHERLY LINE OF STATE AVENUE; THENCE SOUTH 55° 4' EAST, A DISTANCE OF SIXTY-FIVE AND 01/100 (65.06) FEET TO A POINT ON LINE OF LAND NOW OR LATE OF W.D. FENTON; THENCE SOUTH 34° 56' WEST, A DISTANCE OF FORTY-TWO (42) FEET TO AN IRON PIN; THENCE NORTH 55° 4' WEST A DISTANCE OF SIXTY-FIVE AND 06/100 (65.06) FEET TO A POINT ON THE EASTERLY LINE OF MAPLE STREET; AND THENCE NORTH 34° 56' EAST ALONG THE EASTERLY LINE OF MAPLE STREET, A DISTANCE OF FORTY-TWO (42) FEET TO THE POINT AT THE PLACE OF BEGINNING. BEING DESIGNATED AS TAX PARCEL NO. 342-K-122 IN THE DEED REGISTRY OFFICE OF ALLEGHENY COUNTY, PENNSYLVANIA. BEING THE SAME PREMISES WHICH DANIEL K. MORROW AND ANNA MORROW, HIS WIFE, BY DEED DATED FEBRUARY 28, 1951 AND RECORDED MARCH 1, 1951 IN THE RECORDER'S OFFICE OF ALLEGHENY COUNTY, PENNSYLVANIA IN DEED BOOK VOLUME 3144, PAGE 67, GRANTED AND CONVEYED UNTO CHARLES M. KIRKER AND MARGARET R. KIRKER, HIS WIFE. The sale will be held on August 19, 2024 at 10:00 AM at the Allegheny County Courthouse. The Secretary of Housing and Urban Development will bid \$122,344.14 plus interest, costs and other charges through the sale date. Ten percent (10%) of the highest bid is the deposit required at the sale. The amount that must be paid to HUD by the mortgagors or someone acting on their behalf so that the sale may be stayed is the total delinquent amount of \$122,344.14 as of May 03, 2024 plus all other amounts that would be due under the mortgage agreement if payments under the mortgage had not been accelerated, advertising costs and postage expenses incurred and giving notice, mileage by the most reasonable road distance for posting notices and for the Foreclosure Commissioner's attendance at the sale, reasonable and customary costs incurred for title and lien record searches, the necessary out-of-pocket costs incurred by the Foreclosure Commissioner for recording documents, a commission for the Foreclosure Commissioner, and all other costs incurred in connection with the foreclosure prior to reinstatement. There will be no proration of taxes, rents or other income or liabilities, except that the purchaser will pay, at or before closing, his pro rata share of any real estate taxes that have been paid by the Secretary to the date of the foreclosure sale. When making their bid, all bidders, except the Secretary, must have previously submitted a deposit totaling ten percent (10%) of the Secretary's bid as set forth above in the form of a wire, certified check or cashier's check made out to the Secretary of HUD. Each individual bid need not be accompanied by a deposit. If the successful bid is oral, a deposit of ten (10%) percent must be presented before the bidding is closed. The deposit paid by the successful bidder is nonrefundable. The remainder of the purchase price must be delivered within thirty (30) days of the sale or at such other time as the Secretary may determine for good cause shown, time being of the essence. This amount, like the bid deposits, must be delivered in the form of a wire, certified or cashier's check. If the Secretary is the high bidder, he need not pay the bid amount in cash. The successful bidder will pay all conveyance fees, all real estate and other taxes that are due on or after the delivery date of the remainder of the payment and all other costs associated with the transfer of title. At the conclusion of the sale, the deposits of the unsuccessful bidders will be returned to them. The Secretary may grant an extension of time within which to deliver the remainder of the payment. All extensions will be for 15-day increments, and a fee will be charged in the amount of \$500.00, paid in advance, for each fifteen (15) day extension requested. The extension fee shall be paid in the form of a certified or cashier's check made payable to the Secretary of Housing and Urban Development. If the high bidder closes the sale prior to the expiration of any extension period, the unused portion of the extension fee shall be applied toward the amount due. This amount, like the bid deposits, must be delivered in the form of a wire, certified or cashier's check. If the high bidder is unable to close the sale within the required period, or within any extensions of time granted by the Secretary, the high bidder's deposit will be forfeited, and the Commissioner may, at the direction of the Foreclosure Commissioner after consultation with the HUD Field Office Representative, offer the Property to the second highest bidder for an amount equal to the highest price offered by that bidder. There is no right of redemption, or right of possession based upon a right of redemption, in the mortgage or others subsequent to a foreclosure completed pursuant to the Act. Therefore, the Foreclosure Commissioner will issue a Deed to the purchaser(s) upon receipt of the entire purchase price in accordance with the terms of the sale as provided herein. HUD does not guarantee that the property will be vacant. The scheduled foreclosure sale shall be cancelled or adjourned if it is established, by documented written application of the mortgagor to the Foreclosure Commissioner not less than three (3) days before the date of sale, or otherwise, that the default defaults upon which the foreclosure is based did not exist at the time of service of this Notice of Default and Foreclosure Sale, or all amounts due under the mortgage agreement are tendered to the Foreclosure Commissioner, in the form of a certified or cashier's check payable to the Secretary of HUD, before public auction of the Property is completed. Tender of payment by certified or cashier's check or application for cancellation of the foreclosure sale shall be submitted to the Margaret R. Kirker, Foreclosure Commissioner, Property below. Hudik, Oratoro & Federman, LLP, 215-555-9521