

NOTICE OF DEFAULT AND FORECLOSURE SALE
WHEREAS, on January 3, 2011, a certain Mortgage was executed by Thomas E. Peters, as mortgagor, in favor of One Reverse Mortgage, LLC, and was recorded in the Office of the Recorder of Deeds of Allegheny County on January 20, 2011 in Book 39066, Page 47, Instrument No. 2011-6992, (Mortgage); and **WHEREAS**, the Mortgage was assigned as follows: (i) an Assignment of Mortgage from One Reverse Mortgage, LLC to Bank of America, N.A., dated January 3, 2011 and recorded May 24, 2011 at Instrument Number 2011-43097, Book 39493, Page 39; (ii) an Assignment of Mortgage from Bank of America, N.A. to Champion Mortgage Company, dated September 28, 2012 and recorded on October 9, 2012 at Instrument Number 2011-100381, Book 41554, Page 236; (iii) an Assignment of Mortgage from National Mortgage, LLC, dba Champion Mortgage Company to Bank of America, N.A., dated August 26, 2016 and recorded on September 12, 2016 at Instrument Number 2016-65221, Book 46942, Page 516; and (iv) an Assignment of Mortgage from Bank of America, N.A. by and through its attorney-in-fact, Reverse Mortgage Solutions, Inc., to The Secretary of Housing and Urban Development, dated November 14, 2016 and recorded on November 17, 2016 at Instrument Number 2016-85141, Book 47235, Page 510; and **WHEREAS**, the Mortgage encumbers property located at 99 Longvue Drive, McKeesport, PA 15131, Parcel Number 550-B-179 (Property); and **WHEREAS**, the Property was owned by Thomas E. Peters and Rosemarie C. Peters, His Wife, by virtue of a deed dated September 11, 1964, and recorded on September 15, 1964, in the Office of the Recorder of Deeds of Allegheny County at Book 4163, Page 373; and **WHEREAS**, Rosemarie C. Peters pre-deceased Thomas E. Peters, thereby vesting sole ownership in Thomas E. Peters as a matter of law, and record owner Thomas E. Peters is now deceased and by operation of law title vests solely in the Heirs of Thomas E. Peters and Thomas E. Peters is hereby released from liability pursuant to Pa. R.C.P. No. 1147; 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 of mortgage dated November 14, 2016 and recorded on November 17, 2016 at Instrument Number 2016-85141, Book 47235, Page 510 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 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 August 02, 2024 is \$179,302.65, 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 29, subpart B, and by the Secretary's designation of me as Foreclosure Commissioner, recorded on March 14, 2023 as Document Number: 2023-287, Book 968, Page 505 in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, notice is hereby given that on November 4, 2024 at 10:00 AM local time, at the 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: Tax Id Number(s) 550-B-179 Land Situated in the Borough of White Oak in the County of Allegheny in the State of PA ALL that certain lot or piece of ground situate in the Borough of White Oak, County of Allegheny and Commonwealth of Pennsylvania, being the Westerly portion of Lot No. 131 in the Long Vue Terrace Addition No. 3 Plan of Lots as recorded in Plan Book Volume 43 page 111, being bounded and described as follows, to wit: BEGINNING at a point on the Southerly side of Carmella Drive, at the dividing line between Lot Nos. 130 and 131 in said plan; thence by a curved line to the left, having a radius of 225 feet an arc distance of 37.10; thence continuing along Carmella Drive by a curve to the left having a radius of 25 feet, an arc distance of 34.24 feet to Long Vue Avenue in said plan; thence along Long Vue Avenue South 30 degrees 07 East, a distance of 58.26 feet to a point; thence North 59 degrees 53' East, a distance of 91.29 feet to line of Lot No. 130 aforesaid; thence along said Lot no. 130, North 51 degrees 06' West, a distance of 99.73 feet to Carmella Drive, at the place of beginning. Commonly known as: 99 Longvue Drive, McKeesport, PA 15131 The sale will be held on November 4, 2024, at 10:00 AM at the Allegheny County Courthouse. The Secretary of Housing and Urban Development will bid \$179,302.65 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 \$179,302.65 as of August 02, 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 submit a deposit totaling ten percent (10%) of the Secretary's bid as set forth above in the form of a certified check or cashier's check made out to the Secretary of HUD. Each oral bid need not be accompanied by a deposit. If the successful bid is oral, a deposit of ten (10%) percent must be resented before the bidding is closed. The deposit 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 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 Husing 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. 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 mortgagor 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 or 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 Mortgages 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 payment by certified or cashier's check for cancellation of the foreclosure sale shall be submitted to the address of the Foreclosure Commissioner, provided below. Haidik, Qorato & Federman, LLP, Foreclosure Commissioner (215-855-9521)