

# NOTICE OF DEFAULT AND FORECLOSURE SALE

**WHEREAS**, on July 26, 2013, a certain Mortgage was executed by The James J. Crowley, Sr. and Mary H. Crowley Revocable Living Trust, as mortgagor, in favor of Mortgage Electronic Registration Systems, Inc., as nominee for Generation Mortgage Company, as mortgagor in favor of as mortgagee, and which mortgage was recorded in the Office of the Recorder of Deeds of Allegheny County on August 06, 2013 as Book 42941, Page 1, as Instrument No. 2013-78166, (Mortgage); and **WHEREAS**, the Mortgage encumbers property located at 205 Parkedge Road, Pittsburgh, PA 15220, Parcel Number 0037-B-00296-0000-00 (Property); and **WHEREAS**, the Property was owned by The James J. Crowley, a/k/a James J. Crowley, Sr. and Mary H. Crowley Revocable Living Trust, by virtue of a deed dated November 8, 2000, and recorded on April 9, 2001, in Book 11016, Page 499, and **WHEREAS**, Mary H. Crowley, departed life on 02/06/2019, and James J. Crowley, a/k/a James J. Crowley, Sr., departed life on 01/13/2022, whereby ownership vested in the Beneficiaries of the Revocable Living Trust, and Mary H. Crowley and James J. Crowley, a/k/a James J. Crowley, Sr., are 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 dated April 5, 2021, and recorded on April 8, 2021, in Book 54030, Page 304, as Instrument No. 2021-36162, 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 09/06/2024 is \$191,142.26, 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 03/14/2023 in Book 968, Page 505, Instrument Number 2023-287, in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, notice is hereby given that on November 04, 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: All that lot or parcel of ground situate, lying and being in Allegheny County, Commonwealth of Pennsylvania, and being more particularly described as follows: ALL THAT CERTAIN lot or piece of ground situate in the Borough of Greentree, County of Allegheny, Commonwealth of Pennsylvania, known as Lot No. 619 Penn Lincoln Manor Plan No. 6, as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 71, pages 89 and 90. UNDER AND SUBJECT to and together with the rights, privileges, agreements, rights-of-way, easements, conditions, exceptions, restrictions and reservations as exist by virtue of prior recorded instruments, deeds or conveyances. This conveyance is made subject to coal, mineral and mining rights as heretofore conveyed or reserved by prior instruments of record, building line and easement as shown on plan. The improvements thereon being known as 205 Parkedge Road. Being the same as Tax Parcel Number: 37-B-296 BEING the same premises which by Quit Claim Deed dated November 8, 2000 and recorded among the Land Records of Allegheny County in Book 11016, page 499 was granted and conveyed from James J. Crowley, a/k/a James J. Crowley, Sr. and Mary H. Crowley unto The James J. Crowley, Sr. and Mary H. Crowley Revocable Living Trust, the within Borrower(s), in fee. Commonly known as: 205 Parkedge Road, Pittsburgh, PA 15220 The sale will be held on November 04, 2024, at 10:00 am at the Allegheny County Courthouse. The Secretary of Housing and Urban Development will bid \$191,142.26 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 \$191,142.26 as of 09/06/2024, 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 presented 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 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. 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 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 address of the Foreclosure Commissioner provided below: Halik, Orato & Federman, LLP, Foreclosure Commissioner (215-855-9521)