

NOTICE OF DEFAULT AND FORECLOSURE SALE
WHEREAS, on August 25, 2008, a certain mortgage was executed by JANICE LESLIE, as mortgagor, in favor of PNC MORTGAGE, LLC, as mortgagee and was recorded in Office of the Recorder of Deeds of Allegheny County in Mortgage Book M VL 35868 Page 205 Instrument # 2008-84542 ("Mortgage"); and
WHEREAS, the Mortgage encumbers property located at 506 DeHaven Court Glenshaw, PA 15116, parcel number 0520-M-00500-0506-00 ("Property"); and
WHEREAS, Mortgagor/Record Owner JANICE LESLIE died on 08/05/22 intestate and is survived by no known heirs; and
WHEREAS, the Property was owned by JANICE LESLIE by virtue of deed dated 7/23/2008 and recorded 9/15/2008 in BK-DE, VL-13733, PG-353; and
WHEREAS, the Mortgage is now owned by the Secretary of the United States Department of Housing and Urban Development ("Secretary"), pursuant to an assignment recorded on 7/12/2022 in BK-M; VL-56561, Page 19, in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania; and
WHEREAS, a default has been made in the covenants and conditions of the Mortgage (paragraph 9 (a)(i)), as JANICE LESLIE died on 08/05/2022 and that upon the death 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 9/3/2024 is \$157,283.27 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, and by the Secretary's designation of me as Foreclosure Commissioner, recorded on 06/28/2012 in Misc. BK:DE, VL:14933, PG:17, in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, notice is hereby given that on 01/08/2025; at 10:00 AM at the Main Entrance of the Allegheny County Courthouse located at 436 Grant St, Pittsburgh, PA 15219 all real property and personal property at or used in connection with the following described premises will be sold at public action to the highest bidder:
ALL THAT CERTAIN UNIT, designated as UNIT NO. 506 in the DeHaven Court at Elfinwild Condominiums situate on DeHaven Court Drive in the Township of Shaler, County of Allegheny and Commonwealth of Pennsylvania, as designated in the DeHaven Court at Elfinwild Condominiums Amended Declaration (Number 1) dated February 1, 1993, as recorded on February 25, 1993, in the office for the Recorder of Deeds in and for Allegheny County, Pennsylvania, in Deed Book Volume 8913, page 395, and in the Plats and Plans dated February 1, 1993, recorded on February 25, 1993, as Exhibit E to the said Amended Declaration (Number 1) and of record in Plan Book Volume 179, page 143-152 in the same office. The said February 1, 1993 Amended Declaration (Number 1) is a restatement and amendment of the Declaration of DeHaven Court at Elfinwild Condominiums dated November 20, 1992, and recorded on December 4, 1992, in the office of the Recorder of Deeds in and for Allegheny County, Pennsylvania, in Deed Book Volume 8863, page 154 and of the Plats and Plan dated November, 1992, and recorded on December 4, 1992, as Exhibit E to the said Declaration, in Plan Book Volume 178, pages 156-167 in the same office.
TOGETHER WITH all right, title and interest appurtenant to Unit No. 506, being an undivided two and twenty-seven hundredths percent (2.27%) interest in and to the Common Elements as set forth in Article II Section 1 and 2 of the said Declaration and Amended Declaration (Number 1) and on Exhibit D and Exhibit E attached to and made an integral part of the said Declaration and amended Declaration (Number 1);
TOGETHER WITH the right to use and enjoy Limited Common Elements as described in the said Declaration and Amended Declaration (Number 1) and in the said plats and plans dated November, 1992 and in the said plats and plans dated February 1, 1993. Pursuant to Article II Section 2, Article VI Section 1 and Exhibit D of the said Declaration and Amended Declaration (Number 1) the said percentage interest may be reallocated, resulting in a decrease of the percentage interest.
Improvements thereon known as: 506 DeHaven Ct, Glenshaw, PA 15116
Tax ID: 0520-M-500-506
The sale will be held 01/08/2025; at 10:00 AM at the Main Entrance of the Allegheny County Courthouse located at 436 Grant St, Pittsburgh, PA 15219. The Secretary of Housing and Urban Development will bid \$157,283.27 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 \$157,283.27 as of 09/03/2024, 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 in 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 prorata 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 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 fifteen (15) days, and a fee will be charged in the amount of \$150.00 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 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.
KIMMEL LAW GROUP, P.C.
(215-825-6305)