

00-1461-CD  
CHASE MORTGAGE COMPANY-WEST f/k/a -vs- MICHAEL E. GAMBLE et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CHASE MORTGAGE COMPANY - WEST, CIVIL DIVISION  
f/k/a MELLON MORTGAGE COMPANY,

Plaintiff,

NO.: 00-461-C.D

vs.

MICHAEL E. GAMBLE,  
BRENDA K. GAMBLE, and  
MADOLYN R. EBERLY,

Defendants.

TYPE OF PLEADING

CIVIL ACTION - COMPLAINT  
IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF PLAINTIFF:

Chase Mortgage Company - West, f/k/a  
Mellon Mortgage Company

COUNSEL OF RECORD FOR THIS  
PARTY:

Kristine M. Faust, Esquire  
Pa. I.D. #77991

GRENEN & BIRSIK, P.C.  
One Gateway Center  
Nine West  
Pittsburgh, PA 15222

(412) 281-5197

I HEREBY CERTIFY THAT THE ADDRESS  
OF THE PLAINTIFF IS:  
3415 Vision Drive  
Columbus, OH 43219

AND THE DEFENDANTS ARE:  
RD 3, Box 273  
Punxsutawney, PA 15767

ATTORNEY FOR PLAINTIFF

CERTIFICATE OF LOCATION  
I HEREBY CERTIFY THAT THE LOCATION OF  
THE REAL ESTATE AFFECTED BY THIS LIEN IS  
RD3, Box 273, Punxsutawney, PA 15767  
(CITY, BORO, TOWNSHIP) (WARD)

ATTORNEY FOR PLAINTIFF

FILED

APR 19 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CHASE MORTGAGE COMPANY - WEST, CIVIL DIVISION  
f/k/a MELLON MORTGAGE COMPANY,

Plaintiff,

NO.:

vs.

MICHAEL E. GAMBLE,  
BRENDA K. GAMBLE, and  
MADOLYN R. EBERLY,

Defendants.

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claim 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 property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU SHOULD 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.**

Lawyer Referral Services  
David S. Meholic, Court Administrator  
Clearfield Count Courthouse  
Clearfield, PA 16830  
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CHASE MORTGAGE COMPANY - WEST, CIVIL DIVISION  
f/k/a MELLON MORTGAGE COMPANY,

Plaintiff,

NO.:

vs.

MICHAEL E. GAMBLE,  
BRENDA K. GAMBLE, and  
MADOLYN R. EBERLY,

Defendants.

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

Chase Mortgage Company - West, f/k/a Mellon Mortgage Company, by its attorneys, Grenen & Birsic, P.C., files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is Chase Mortgage Company - West, f/k/a Mellon Mortgage Company, which has its principal place of business at 3415 Vision Drive, Columbus, Ohio 43219 and is authorized to do business in the Commonwealth of Pennsylvania.
2. The Defendants, Michael E. Gamble, Brenda K. Gamble and Madolyn R. Eberly, are individuals whose last known address is RD 3, Box 273, Punxsutawney, Pennsylvania 15767.
3. On or about March 14, 1997, Defendants executed a Note in favor of Towne & Country Mortgage Corp. (hereinafter Towne & Country) in the original principal amount of \$60,941.00. A true and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.
4. On or about March 14, 1997, as security for payment of the aforesaid Note, Defendants made, executed and delivered to Towne & Country a Mortgage in the original principal amount of \$60,941.00 on the premises hereinafter described, said Mortgage being

recorded in the Office of the Recorder of Deeds of Clearfield County on March 19, 1997 in Mortgage Book Volume 1826 Page 577. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "B", attached hereto and made a part hereof.

5. On March 19, 1997, Towne & Country assigned the aforesaid Mortgage and Note to Plaintiff pursuant to the terms of a certain Assignment of Mortgage, recorded in the office of the Recorder of Deeds of Clearfield County at Mortgage Book Volume 1826 Page 586.

6. Defendants are the record and real owners of the aforesaid mortgaged premises.

7. Defendants are in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest when due. Defendants are due for the September 1, 1999 payment.

8. Plaintiff was not required to send Defendants written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) prior to the commencement of this action for the reason that the aforesaid Mortgage is insured by the Federal Housing Administration under Title II of the National Housing Act (12 U.S.C. §§1707-1715z-18).

9. Plaintiff was not required to send Defendants written notice of Plaintiff's intention to foreclose said Mortgage pursuant to 41 P.S. §403 (Act 6 of 1974) prior to the commencement of this action for the reasons that said Mortgage is not a "residential mortgage" as defined in 41 P.S. §101 and the Defendants are not a "residential mortgage debtor" as defined in 41 P.S. §101.

**EXHIBIT "A"**

Multistate

## NOTE

FHA Case No.

4421863407-703

MARCH 14, 1997

[Date]

RD#3, BOX 273, PUNXSUTAWNEY, PA 15767

[Property Address]

## 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means  
TOWNE & COUNTRY MORTGAGE CORP.

and its successors and assigns.

## 2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **SIXTY-THOUSAND NINE HUNDRED FORTY-ONE AND NO/100**

Dollars (U.S. \$ **60,941.00** ), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **EIGHT AND ONE-HALF percent ( 8.500 %)** per year until the full amount of principal has been paid.

## 3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

## 4. MANNER OF PAYMENT

## (A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **MAY 1, 1997**. Any principal and interest remaining on the first day of **APRIL 2027**, will be due on that date, which is called the "Maturity Date."

## (B) Place

Payment shall be made at **150 ROBBINS STATION ROAD, SUITE 8, NORTH HUNTINGDON, PA 15642** or at such place as Lender may designate in writing by notice to Borrower.

## (C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ **468.59**. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

## (D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge     Growing Equity Allonge     Other [specify]

## 5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

FHA Multistate Fixed Rate Note - 10/95

VMP -1R (9001)

VMP MORTGAGE FORMS - (800)521-7221



## **6. BORROWER'S FAILURE TO PAY**

**(A) Late Charge for Overdue Payments**

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **Four** percent ( **4.00** %) of the overdue amount of each payment.

**(B) Default**

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

**(C) Payment of Costs and Expenses**

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

## 7. WAIVERS

Borrower 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 Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

## 8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

## 9. 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. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

**BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.**

Madolyn R. Chery (Seal)  
MADOLYN R. EVERLY

**(Seal)**  
**-Borrower**

**(Seal)**  
**-Borrower**

Michael E. Gamble 3/14/97 (Seal)  
MICHAEL E. GAMBLE

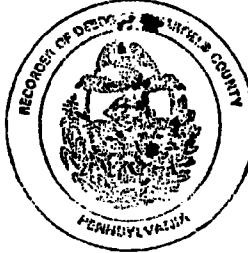
Brenda K. Gamble 3/14/97 (Seal)  
BRENDA K. GAMBLE -Borrower

(Seal)

**EXHIBIT "B"**

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

3-19-97  
CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 13:36 PM  
BY Karen L. Starck  
FEES 23.50  
Karen L. Starck, Recorder



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

Parcel Number: A05-000-000-019

Loan #637447

[Space Above This Line For Recording Data]

Commonwealth of Pennsylvania

# MORTGAGE

FHA Case No.

4421863407-703

THIS MORTGAGE ("Security Instrument") is given on **MARCH 14, 1997**  
The Mortgagor is

**MICHAEL E. GAMBLE AND BRENDA K. GAMBLE, HUSBAND AND WIFE, AND MADOLYN R.  
EBERLY, UNMARRIED**

("Borrower"). This Security Instrument is given to

**TOWNE & COUNTRY MORTGAGE CORP.**

*Assignment*  
1826/586  
3-19-97

which is organized and existing under the laws of **Commonwealth of Pennsylvania**, and  
whose address is **150 ROBBINS STATION ROAD, SUITE 8, NORTH HUNTINGDON, PA 15642**  
("Lender"). Borrower owes Lender the principal sum of  
**SIXTY-THOUSAND NINE HUNDRED FORTY-ONE AND NO/100**

**Dollars (U.S. \$ 60,941.00 )**

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which  
provides for monthly payments, with the full debt, if not paid earlier, due and payable on **APRIL 1, 2027**

. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the  
Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with  
interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

FHA Pennsylvania Mortgage - 4/96

4R(PA) (8804).01

VMP MORTGAGE FORMS - (800)621-7261

Page 1 of 8

Initials: M.B.K. M.E.



of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described property located in **TOWNSHIP OF BRADY, CLEARFIELD** County, Pennsylvania:

(SEE ATTACHED ADDENDUM)

which has the address of **RD#3, BOX 273, PUNXSUTAWNEY** [Street, City],  
Pennsylvania 15717 [Zip Code] ("Property Address");

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 seized 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.

Borrower and Lender covenant and agree as follows:

**UNIFORM COVENANTS.**

**1. Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

**2. Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

**3. Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

**First.** to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

**Second.** to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

**Third.** to interest due under the Note;

**Fourth.** to amortization of the principal of the Note; and

**Fifth.** to late charges due under the Note.

**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property.

Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

**7. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

**9. Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

**10. Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**14. Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

**16. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**17. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**18. Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

**19. 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 without charge to Borrower. Borrower shall pay any recordation costs.

**20. 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.

**21. Reinstatement Period.** Borrower's time to reinstate provided in paragraph 10 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**22. 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.

**23. 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.

**24. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

Condominium Rider

Planned Unit Development Rider

Growing Equity Rider

Graduated Payment Rider

Other [specify]

ADDENDUM

ADDENDUM ATTACHED TO AND MADE A PART OF THAT CERTAIN MORTGAGE FROM MICHAEL E. GAMBLE AND BRENDA K. GAMBLE, HUSBAND AND WIFE, AND MADOLYN R. EBERLY, UNMARRIED TO TOWNE & COUNTRY MORTGAGE CORP. DATED MARCH 14, 1997 AND COVERING PROPERTY KNOWN AS RD#3, BOX 273, PUNXSUTAWNEY, PA 15767.

\*\*\*\*\*  
ALL that certain piece or parcel of land, situate, lying and being in Brady Township, Clearfield County, Pennsylvania, being bounded and described as follows to wit:

BEGINNING at a post on the tract line of lands of Jacob L. Kuntz and William McLaren; thence South 87-1/2° East, 17 perches to a post; thence along lands of William McLaren, South 2-1/2° West, 10 perches to a post; thence North 87-1/2° West 17 perches to a post; thence along lands of William McLaren, North 2-1/2° East, 10 perches to a post and the place of beginning.

CONTAINING one (1) acre and allowance.

SUBJECT to all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in prior deeds, instrumens or writings or in any other manner touching or affecting the premises hereby conveyed.

BEING the same property which Larry J. Haag and Jan L. Haag, husband and wife, by Deed dated March 12, 1997, granted and conveyed to Michael E. Gamble and Brenda K. Gamble, husband and wife, and Madolyn R. Eberly, Unmarried, the Mortgagors herein.

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Elizabeth S. Pavlock

Elizabeth S. Pavlock

Elizabeth S. Pavlock (Seal)  
-Borrower

Michael E. Gamble (Seal)  
MICHAEL E. GAMBLE  
-Borrower

Brenda K. Gamble (Seal)  
BRENDA K. GAMBLE  
-Borrower

Madelyn R. Eberly (Seal)  
MADOLYN R. EVERLY  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

**Certificate of Residence**

I, the undersigned, do hereby certify that the correct address of the within-named Lender is 150 ROBBINS STATION ROAD, SUITE 8, NORTH HUNTINGDON, PA 15642.

Witness my hand this 14TH day of MARCH, 1997

COMMONWEALTH OF PENNSYLVANIA, ELK

On this, 14TH day of MARCH, 1997, before me, the undersigned officer, personally appeared

MICHAEL E. GAMBLE and BRENDA K. GAMBLE and MADOLYN R. EVERLY

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:

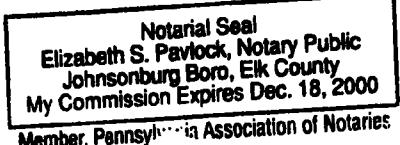
Elizabeth S. Pavlock  
Agent of Lender  
County ss:

Notary Public

Title of Officer

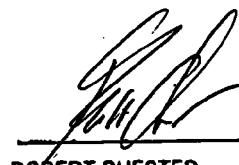


Page 8 of 8



Entered of Record 3-19 1997 12:36PM Karen S. Clark Recorder

Robert Chester, Assistant Secretary , and duly authorized representative of Plaintiff, deposes and says subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to his information and belief.



---

ROBERT CHESTER

ASSISTANT SECRETARY

KRISTINE M. FAUST

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE MORTGAGE COMPANY-WEST  
VS  
GAMBLE, MICHAEL E.

00-461-CD

COMPLAINT IN MORTGAGE FORECLOSURE  
SHERIFF RETURNS

NOW APRIL 26, 2000 AT 2:52 PM DST SERVED THE WITHIN  
COMPLAINT IN MORTGAGE FORECLOSURE ON BRENDA K. GAMBLE,  
DEFENDANT AT RESIDENCE RD 3 BOX 273, PUNXSUTAWNEY,  
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BRENDA K.  
GAMBLE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN  
MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS  
THEREOF.

SERVED BY: NEVLING

NOW APRIL 26, 2000 AT 2:52 PM DST SERVED THE WITHIN  
COMPLAINT IN MORTGAGE FORECLOSURE ON MICHAEL E. GAMBLE,  
DEFENDANT AT RESIDENCE RD 3 BOX 273, PUNXSUTAWNEY,  
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BRENDA K.  
GAMBLE, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL  
COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE  
CONTENTS THEREOF.

SERVED BY: NEVLING

NOW APRIL 26, 2000 AT 2:52 PM DST SERVED THE WITHIN  
COMPLAINT IN MORTGAGE FORECLOSURE ON MADOLYN R. EBERLY,  
DEFENDANT AT RESIDENCE RD 3 BOX 273, PUNXSUTAWNEY,  
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BRENDA K.  
GAMBLE, DAUGHTER A TRUE AND ATTESTED COPY OF THE ORIGINAL  
COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE  
CONTENTS THEREOF.

SERVED BY: NEVLING

59.45 SHFF. HAWKINS PAID BY: ATTY.  
30.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

5.30<sup>th</sup> DAY OF MAY 2000  
Chester A. Hawkins

SO ANSWERS,

*Chester A. Hawkins*  
*by Marly Harr*

CHESTER A. HAWKINS  
SHERIFF

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield, PA.

FILED

MAY 13 2000  
3:45  
William A. Shaw  
Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE MORTGAGE COMPANY - WEST,  
f/k/a MELLON MORTGAGE COMPANY,

CIVIL DIVISION

No.: 00-461-CD

Plaintiff,

vs.

MICHAEL E. GAMBLE, BRENDA K.  
GAMBLE, and MADOLYN R. EBERLY,

Defendants.

PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY

SIR:

Please enter a default judgment in the above-captioned case in favor of Plaintiff and against Defendants, Michael E. Gamble, Brenda K. Gamble, and Madolyn R. Eberly, in the amount of \$67,978.12, which is itemized as follows:

Principal	\$59,801.92
Interest to 5/31/00	\$ 4,229.02
Late Charges to 5/31/00	\$ 176.66
Escrow Deficiency to 5/31/00	\$ 1,470.52
Attorneys' fees	\$ 800.00
Title Search, Foreclosure and Execution Costs	\$ <u>1,500.00</u>
<b>TOTAL</b>	<b>\$67,978.12</b>

with interest on the principal sum at the rate of \$13.89 per diem from May 31, 2000, and additional late charges, additional reasonable and actually incurred attorneys' fees, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

GRENEN & BIRSIĆ, P.C.

BY:

  
Kristine M. Faust, Esquire  
Attorneys for Plaintiff

AFFIDAVIT OF NON-MILITARY SERVICE  
AND CERTIFICATE OF MAILING OF NOTICE OF  
INTENT TO TAKE DEFAULT JUDGMENT

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:  
 )

Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Kristine M. Faust, Esquire, attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that the Defendants are not in the military service of the United States of America to the best of her knowledge, information and belief and certifies that the Notices of Intent to take Default Judgment were mailed in accordance with Pa. R.C.P. 237.1, as evidenced by the attached copies.

Kristine M. Faust

Sworn to and subscribed before me

this 31<sup>st</sup> day of May, 2000.

Patricia A. Diamond  
Notary Public

Notary  
Patricia A. Diamond, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires June 2, 2001  
Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE MORTGAGE COMPANY-WEST, ) CIVIL DIVISION  
f/k/a MELLON MORTGAGE COMPANY, )  
Plaintiff, ) NO.: 00-461-CD  
vs. )  
MICHAEL E. GAMBLE, )  
BRENDA K. GAMBLE, and )  
MADOLYN R. EBERLY, )  
Defendants. )

TO: Michael E. Gamble  
RD 3, Box 273  
Punxsutawney, PA 15767

DATE OF NOTICE: May 18, 2000

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. 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 NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

**LAWYER REFERRAL SERVICE**  
Clearfield County Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
(800) 692-7375

GRENEN & BIRSIĆ, P.C.

By:

  
Atorneys for Plaintiff  
One Gateway Center  
Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

FIRST CLASS MAIL, POSTAGE PREPAID

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE MORTGAGE COMPANY-WEST, ) CIVIL DIVISION  
f/k/a MELLON MORTGAGE COMPANY, )  
Plaintiff, ) NO.: 00-461-CD  
vs. )  
MICHAEL E. GAMBLE, )  
BRENDA K. GAMBLE, and )  
MADOLYN R. EBERLY, )  
Defendants. )

TO: Brenda K. Gamble  
RD 3, Box 273  
Punxsutawney, PA 15767

DATE OF NOTICE: May 18, 2000

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. 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 NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

LAWYER REFERRAL SERVICE  
Clearfield County Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
(800) 692-7375

GRENEN & BIRSCIC, P.C.

By:

  
Attorneys for Plaintiff  
One Gateway Center  
Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

FIRST CLASS MAIL, POSTAGE PREPAID

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE MORTGAGE COMPANY-WEST, ) CIVIL DIVISION  
f/k/a MELLON MORTGAGE COMPANY, )  
Plaintiff, ) NO.: 00-461-CD  
vs. )  
MICHAEL E. GAMBLE, )  
BRENDA K. GAMBLE, and )  
MADOLYN R. EBERLY, )  
Defendants. )

TO: Madolyn R. Eberly  
RD 3, Box 273  
Punxsutawney, PA 15767

DATE OF NOTICE: May 18, 2000

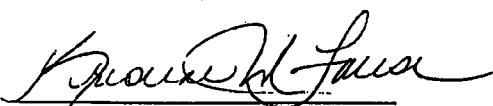
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. 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 NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

**LAWYER REFERRAL SERVICE**  
Clearfield County Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
(800) 692-7375

GRENEN & BIRSCIC, P.C.

By:



\_\_\_\_\_  
Attnorneys for Plaintiff

One Gateway Center

Nine West

Pittsburgh, PA 15222

(412) 281-7650

FIRST CLASS MAIL, POSTAGE PREPAID

**COPY**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE MORTGAGE COMPANY - WEST,  
f/k/a MELLON MORTGAGE COMPANY,

CIVIL DIVISION

No.: 00-461-CD

Plaintiff,

vs.

MICHAEL E. GAMBLE, BRENDA K.  
GAMBLE, and MADOLYN R. EBERLY,

Defendants.

**NOTICE OF ORDER, DECREE OR JUDGMENT**

TO: Michael E. Gamble  
RD 3 Box 273  
Punxsutawney, PA 15767

- ( ) Plaintiff  
(XXX) Defendant  
( ) Additional Defendant

You are hereby notified that an Order, Decree or  
Judgment was entered in the above captioned proceeding  
on 6/2/00.

- ( ) A copy of the Order or Decree is enclosed,  
or  
(XXX) The judgment is as follows: \$67,978.12

with interest on the principal sum at the rate of \$13.89 per diem from May 31, 2000, and additional  
late charges, additional reasonable and actually incurred attorneys' fees, plus costs (including  
increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.



Deputy

**COPY**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE MORTGAGE COMPANY - WEST,  
f/k/a MELLON MORTGAGE COMPANY,

CIVIL DIVISION

No.: 00-461-CD

Plaintiff,

vs.

MICHAEL E. GAMBLE, BRENDA K.  
GAMBLE, and MADOLYN R. EBERLY,

Defendants.

**NOTICE OF ORDER, DECREE OR JUDGMENT**

TO: Brenda K. Gamble  
RD 3 Box 273  
Punxsutawney, PA 15767

- ( ) Plaintiff  
(XXX) Defendant  
( ) Additional Defendant

You are hereby notified that an Order, Decree or  
Judgment was entered in the above captioned proceeding  
on 06/02/00.

- ( ) A copy of the Order or Decree is enclosed,  
or  
(XXX) The judgment is as follows: \$67,978.12

with interest on the principal sum at the rate of \$13.89 per diem from May 31, 2000, and additional  
late charges, additional reasonable and actually incurred attorneys' fees, plus costs (including  
increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

William L. Flanagan  
Deputy

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE MORTGAGE COMPANY - WEST,  
f/k/a MELLON MORTGAGE COMPANY,

CIVIL DIVISION

No.: 00-461-CD

Plaintiff,

vs.

MICHAEL E. GAMBLE, BRENDA K.  
GAMBLE, and MADOLYN R. EBERLY,

Defendants.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Madolyn R. Eberly  
RD 3 Box 273  
Punxsutawney, PA 15767

- ( ) Plaintiff  
(XXX) Defendant  
( ) Additional Defendant

You are hereby notified that an Order, Decree or  
Judgment was entered in the above captioned proceeding  
on 06/02/00.

- ( ) A copy of the Order or Decree is enclosed,  
or  
(XXX) The judgment is as follows: \$67,978.12

with interest on the principal sum at the rate of \$13.89 per diem from May 31, 2000, and additional late charges, additional reasonable and actually incurred attorneys' fees, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

  
\_\_\_\_\_  
Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
STATEMENT OF JUDGMENT

**COPY**

CHASE MORTGAGE COMPANY WEST

f/k/a MELLON MORTGAGE COMPANY,

Plaintiff(s)

No. 00-461-CD

vs.

MICHAEL E. GAMBLE, BRENDA K.

GAMBLE, & MADOLYN R. EBERLY

Defendant(s)

Costs \$ \_\_\_\_\_

Int. From \_\_\_\_\_

Entry \$20.00 \_\_\_\_\_

Instrument DEFAULT JUDGMENT

Date of Entry June 2, 2000

Expires June 2, 2005

Certified from the record this 2nd day of June, 2000

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, 20\_\_\_\_\_, of defendant full  
satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary  
is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE MORTGAGE COMPANY-WEST,  
f/k/a MELLON MORTGAGE COMPANY,

Plaintiff,

NO.: 00-461-CD

VS.

12  
MICHAEL E. GAMBLE, BRENDA K.  
GAMBLE and MADOLYN R. EBERLY,

64  
Defendants.

ISSUE NO.:

TYPE OF PLEADING:

Praecipe for Writ of Execution  
(Mortgage Foreclosure)

FILED ON BEHALF OF PLAINTIFF:

Chase Mortgage Company - West, f/k/a  
Mellon Mortgage Company

COUNSEL OF RECORD FOR THIS PARTY:

Kristine M. Faust, Esquire  
Pa.I.D. #77991

GRENEN & BIRSC, P.C.

Firm #023  
One Gateway Center, Nine West  
Pittsburgh, PA 15222

(412) 281-7650

FILED

JUN 23 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE MORTGAGE COMPANY-WEST,  
f/k/a MELLON MORTGAGE COMPANY,

Plaintiff,

NO.: 00-461-CD

vs.

MICHAEL E. GAMBLE, BRENDA K.  
GAMBLE and MADOLYN R. EBERLY,

Defendants.

LONG FORM DESCRIPTION

ALL that certain piece or parcel of land, situate, lying and being in Brady Township, Clearfield County, Pennsylvania, being bounded and describes as follows to wit:

BEGINNING at a post on the tract line of lands of Jacob L. Kuntz and William McClaren; thence South 87½ degrees East, 17 perches to a post; thence along lands of William McClaren, South 2½ degrees West, 10 perches to a post; thence along lands of William McClaren, North 2½ degrees East, 10 perches to a post and the place of beginning.

CONTAINING one (1) acre and allowance.

SUBJECT to all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

BEING the same premises which Larry J. Haag and Jan L. Haag, by Deed dated March 12, 1997 and recorded in the Office of the Recorder of Deeds of Clearfield County on March 19, 1997, in DBV 1826, Page 574, granted and conveyed unto Michael E. Gamble, Brenda K. Gamble and Madolyn R. Eberly.

GRENEN & BIRSCIC, P.C.

By:



Kristine M. Faust, Esquire  
Attorneys for Plaintiff  
One Gateway Center, Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

Parcel No. 107-A5-19

WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION – LAW

CHASE MORTGAGE COMPANY-WEST  
f/k/a MELLON MORTGAGE COMPANY  
Plaintiffs

NO: 00-461-CD

MICHAEL E. GAMBLE, BRENDA K.  
GAMBLE and MADOLYN R. EBERLY  
Defendants

Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CHASE MORTGAGE COMPANY- WEST, Plaintiff (s) from MICHAEL E. GAMBLE, BRENDA K. GAMBLE and MADOLYN R. EBERLY, Defendant (s).

- (1) You are directed to levy upon the property of the defendant (s) and to sell interest (s) therein:  
SEE ATTACHED LONG FORM DESCRIPTION
- (2) You are also directed to attach the property of the defendant (s) not levied upon in the possession of: GARNISHEE  
GARNISHEE (S) as follows: ACCOUNT and to notify the garnishee (s) that: (a) an attachment has been issued; (b) the garnishee (s) is/are enjoined from paying any debt to or for the account of the defendant (s) and from delivering any property of the defendant (s) or otherwise disposing thereof;
- (3) If property of the defendant (s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$69,342.10

PAID: \$209.45

INTEREST:

SHERIFF: \$  
PROTH. COSTS: \$  
OTHER COSTS: \$

ATTY'S COMM: \$

DATE: JUNE 23, 2000

---

William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
at \_\_\_\_\_ A.M./P.M.

REQUESTING PARTY NAME:  
KRISTINE M. FAUST, ESQ.

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE MORTGAGE COMPANY - WEST, ) CIVIL DIVISION  
f/k/a MELLON MORTGAGE COMPANY, )

Plaintiff, ) NO.: 00-461-CD

vs.

MICHAEL E. GAMBLE, BRENDA K.  
GAMBLE, and MADOLYN R. EBERLY,

Defendants. ) LIENHOLDER AFFIDAVIT OF

) SERVICE

)

) CODE -

)

) FILED ON BEHALF OF PLAINTIFF:

)

) Chase Mortgage Company - West, f/k/a

) Mellon Mortgage Company

)

) COUNSEL OF RECORD FOR THIS

) PARTY:

)

) Kristine M. Faust, Esquire

) Pa. I.D. # 77991

)

) GRENNEN & BIRSIĆ, P.C.

) One Gateway Center, Nine West

) Pittsburgh, PA 15222

) (412) 281-7650

)

)

)

)

**FILED**

AUG 03 2000

William A. Shaw  
Prothonotary

SALE DATE: 9/1/00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE MORTGAGE COMPANY - WEST, CIVIL DIVISION  
f/k/a MELLON MORTGAGE COMPANY,

Plaintiff,

NO.: 00-461-CD

vs.

MICHAEL E. GAMBLE, BRENDA K.  
GAMBLE, and MADOLYN R. EBERLY,

Defendants.

Pa. R.C.P. RULE 3129.2(c)(2)  
LIENHOLDER AFFIDAVIT OF SERVICE

I, Kristine M. Faust, Attorney for Plaintiff, Chase Mortgage Company - West, f/k/a Mellon Mortgage Company, being duly sworn according to law, deposes and makes the following Affidavit regarding service of the notice of the sale of real property on all persons named in Paragraphs 3 through 7 of Plaintiff's Affidavit Pursuant to Rule 3129.1 as follows:

1. By letters dated July 14, 2000, undersigned counsel served all persons (other than the Plaintiff) named in Paragraphs 3 through 7 of Plaintiff's Affidavit Pursuant to Rule 3129.1 with a notice of the sale of real property by ordinary mail at the respective addresses set forth in the Affidavit Pursuant to Rule 3129.1. True and correct copies of said Affidavit Pursuant to Rule 3129.1 and Certificates of Mailing and any letters, if returned as of this date, are marked Exhibit "A", attached hereto, and made a part hereof.

I verify that the facts contained in this Affidavit are true and correct based upon my personal knowledge, information and belief.

GRENEN & BIRSCIC, P.C.

BY:

*Kristine M. Faust*

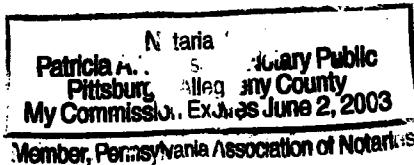
Kristine M. Faust, Esquire  
Attorneys for Plaintiff  
One Gateway Center, Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

Sworn to and subscribed before

me this 1<sup>st</sup> day of August, 2000.

*Patricia A. DeMond*

Notary Public



**EXHIBIT "A"**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE MORTGAGE COMPANY-WEST,  
f/k/a MELLON MORTGAGE COMPANY,

Plaintiff,

NO.: 00-461-CD

vs.

MICHAEL E. GAMBLE, BRENDA K.  
GAMBLE and MADOLYN R. EBERLY,

Defendants.

AFFIDAVIT PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF ALLEGHENY

Chase Mortgage Company - West, f/k/a Mellon Mortgage Company, Plaintiff in the above action, sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information was of record concerning the real property of Michael E. Gamble, Brenda K. Gamble and Madolyn R. Eberly located at R.D. #3, Box 273, Punxsutawney, PA 15767 and is more fully described as follows:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF MICHAEL E. GAMBLE, BRENDA K. GAMBLE AND MADOLYN R. EBERLY OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN BRADY TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING BEING KNOWN AND NUMBERED AS R.D. #3, BOX 273, PUNXSUTAWNEY, PA 15767. DBV 1826, PAGE 574, AND PARCEL #107-A5-19.

1. The name and address of the owners or reputed owners:

Michael E. Gamble  
Brenda K. Gamble  
Madolyn R. Eberly

R.D. #3, Box273  
Punxsutawney, PA 15767

2. The name and address of the defendants in the judgment:

Michael E. Gamble  
Brenda K. Gamble  
Madolyn R. Eberly

R.D. #3, Box273  
Punxsutawney, PA 15767

3. The name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Chase Mortgage Company - West,  
f/k/a Mellon Mortgage Corporation

[PLAINTIFF]

4. The name and address of the last record holder of every mortgage of record:

Chase Mortgage Company - West,  
f/k/a Mellon Mortgage Corporation

[PLAINTIFF]

5. The name and address of every other person who has any record lien on the property:

Domestic Relations Office

230 E. Market Street, 3<sup>rd</sup> floor  
Clearfield, PA 16830

PA Dept. Of Revenue  
Bureau of Individual Taxes

Inheritance Tax Division  
Dept. 280601  
Harrisburg, PA 17128-0601

6. The name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

NONE

7. The name and address of every other person whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

NONE

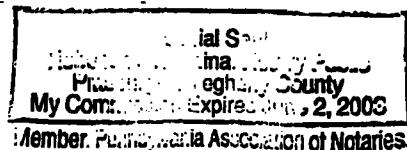
I verify that the statements made in the Affidavit are true and correct to the best of my personal knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

GRENEN & BIRSCIC, P.C.

By: Kristine M. Faust  
Kristine M. Faust, Esquire  
Attorney for Plaintiff

SWORN to and subscribed before  
me this 22nd day of June, 2000.

Rebecca G. Blayina  
Notary Public



<b>CERTIFICATE OF MAILING</b>	
U.S. POSTAL SERVICE MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
<p>Received From:</p> <p><b>Grenen &amp; Birsic, P.C.</b>  <b>One Gateway Center, Nine West</b>  <b>Pittsburgh, PA 15222</b></p> <p style="text-align: center;">PT</p> <p>One piece of ordinary mail addressed to:</p> <p><b>Domestic Relations Office</b>  <b>230 E. Market Street</b>  <b>Clearfield, PA 16830</b></p>	
<small>Affix fee here in stamps or meter—postage, and post mark. Inquire of Postmaster for current fee.</small>	

PS Form 3817, Mar. 1989 751673

<b>CERTIFICATE OF MAILING</b>	
U.S. POSTAL SERVICE MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
<p>Received From:</p> <p><b>Grenen &amp; Birsic, P.C.</b>  <b>One Gateway Center, Nine West</b>  <b>Pittsburgh, PA 15222</b></p> <p style="text-align: center;">PT</p> <p>One piece of ordinary mail addressed to:</p> <p><b>PA Dept. of Revenue</b>  <b>Bureau of Individual Taxes</b>  <b>Inheritance Tax Division, Dept. 280601</b>  <b>Harrisburg, PA 17128-0601</b></p>	
<small>Affix fee here in stamps or meter—postage, and post mark. Inquire of Postmaster for current fee.</small>	

PS Form 3817, Mar. 1989 751673

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE MORTGAGE COMPANY - ) CIVIL DIVISION  
WEST, f/k/a MELLON MORTGAGE )  
COMPANY, )  
Plaintiff, ) NO.: 00-461-CD  
vs. )  
MICHAEL E. GAMBLE, BRENDA K. ) ISSUE NUMBER:  
GAMBLE, and MADOLYN R. EBERLY, )  
Defendants. )  
 )  
 ) CODE -  
 )  
 ) FILED ON BEHALF OF PLAINTIFF:  
 )  
 ) Chase Mortgage Company - West, f/k/a  
 ) Mellon Mortgage Company  
 )  
 ) COUNSEL OF RECORD FOR THIS  
 ) PARTY:  
 )  
 ) Kristine M. Faust, Esquire  
 ) Pa. I.D. #77991  
 )  
 )  
 ) GRENNEN & BIRSCIC, P.C.  
 ) One Gateway Center  
 ) Nine West  
 ) Pittsburgh, PA 15222  
 ) (412) 281-7650  
 )  
 )  
 )  
 )

**FILED**

AUG 03 2000

William A. Shaw  
Prothonotary

SALE DATE: 9/1/00

**EXHIBIT "A"**

**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:**

Michael E. Gamble  
R.D 3, Box 273  
Punxsutawney, PA 15767

**COMPLETE THIS SECTION ON DELIVERY****A. Received by (Please Print Clearly)****B. Date of Delivery**  
**7/17/00****C. Signature**  
**X Michael E. Gamble**  Agent  
 Addressee**D. Is delivery address different from item 1?  Yes****If YES, enter delivery address below:  No****3. Service Type**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail                              |
| <input type="checkbox"/> Registered                | <input checked="" type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail              | <input type="checkbox"/> C.O.D.                                    |

**4. Restricted Delivery? (Extra Fee)  Yes****2. Article Number (Copy from service label)****7099 3400 0010 4104 8213**

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

**EXHIBIT "B"**

**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:**

Brenda K. Gamble  
P.O. Box 273  
Punxsutawney, PA 15707

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)	B. Date of Delivery
	7/17/00

C. Signature  
 Agent  Addressee

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

**3. Service Type**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail                              |
| <input type="checkbox"/> Registered                | <input checked="" type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail              | <input type="checkbox"/> C.O.D.                                    |

**4. Restricted Delivery? (Extra Fee)** Yes**2. Article Number (Copy from service label)**

7099 3400 0010 4104 8210

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

**EXHIBIT "C"**

**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:

Madelyn R. Eberly  
P.O. Box 273  
Punxsutawney, PA 15767

## 2. Article Number (Copy from service label)

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

**COMPLETE THIS SECTION ON DELIVERY**

## A. Received by (Please Print Clearly)

## B. Date of Delivery

7/17/00

## C. Signature

  
 Agent  
 Addressee

## D. Is delivery address different from item 1?

 Yes  
If YES, enter delivery address below:  No

## 3. Service Type

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail                              |
| <input type="checkbox"/> Registered                | <input checked="" type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail              | <input type="checkbox"/> C.O.D.                                    |

## 4. Restricted Delivery? (Extra Fee)

 Yes

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

SAT

CHASE MORTGAGE COMPANY - WEST,  
f/k/a MELLON MORTGAGE COMPANY,

Plaintiff,

vs.

SAT

MICHAEL E. GAMBLE,

SAT

BRENDA K. GAMBLE and

SAT

MADOLYN R. EBERLY,

Defendants.

) NO.: 00-461-CD

) ) ISSUE NO.:

) ) **TYPE OF PLEADING:**

) ) **Praecipe to Satisfy Judgment**

) ) FILED ON BEHALF OF PLAINTIFF:

) ) Chase Mortgage Company - West,  
f/k/a Mellon Mortgage Company

) ) COUNSEL OF RECORD FOR THIS  
PARTY:

) ) Kristine M. Faust, Esquire  
Pa. I.D. No.: 77991

) ) GRENEN & BIRSIĆ, P.C.

) ) One Gateway Center  
Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

**FILED**

AUG 10 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE MORTGAGE COMPANY - WEST, NO.: 00-461-CD  
f/k/a MELLON MORTGAGE COMPANY,

Plaintiff,

vs.

MICHAEL E. GAMBLE,  
BRENDA K. GAMBLE and  
MADOLYN R. EBERLY,

Defendants.

PRAECIPE TO SATISFY JUDGMENT

TO: PROTHONOTARY

SIR:

Kindly mark the judgment satisfied in the above-captioned matter and mark the docket accordingly.

GRENEN & BIRSIĆ, P.C.

BY:

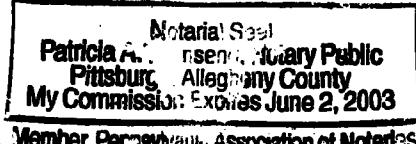
  
Kristine M. Faust, Esquire  
Attorney for Plaintiff

Sworn to and subscribed before me

this 4<sup>th</sup> day of August, 2000.

  
Patricia A. Johnson

Notary Public



Member, Pennsylvania Association of Notaries

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

Docket No.

No. 00-461-CD

**COPY**

CHASE MORTGAGE COMPANY - WEST,  
f/k/a MELLON MORTGAGE COMPANY,

Plaintiff(s)

Debt. \$67,978.12

vs.

Atty's Comm. \_\_\_\_\_

MICHAEL E. GAMBLE, BRENDA K. GAMBLE  
and MADOLYN R. EBERLY,

Defendant(s)

Costs \$7.00

NOW, August 10, 2000, directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this  
10th day of August A.D. 2000.

---

Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE MORTGAGE COMPANY - WEST, NO.: 00-461-CD  
f/k/a MELLON MORTGAGE COMPANY,

Plaintiff,

VS.

MICHAEL E. GAMBLE,  
BRENDA K. GAMBLE and  
MADOLYN R. EBERLY,

Defendant.

PRAECIPE TO SETTLE AND DISCONTINUE  
WITHOUT PREJUDICE

TO: PROTHONOTARY

SIR:

Kindly settle and discontinue without prejudice the above-captioned matter and mark  
the docket accordingly.

GRENEN & BIRSIĆ, P.C.

BY:

Kristine M. Faust

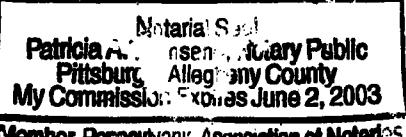
Kristine M. Faust, Esquire  
Attorney for Plaintiff

Sworn to and subscribed before me

this 4<sup>th</sup> day of August, 2000.

Patricia A. DeLorenzo

Notary Public



Member, Pennsylvania Association of Notaries

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

CHASE MORTGAGE COMPANY - WEST f/k/a  
MELLON MORTGAGE COMPANY,

COPY

Plaintiff(s)

vs.

No. 00-461-CD

MICHAEL E. GAMBLE, BRENDA K. GAMBLE  
and MADOLYN R. EBERLY,

Defendant(s)

CERTIFICATE OF DISCONTINUANCE

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

I, WILLIAM A. SHAW, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was this day, the 10th of AUGUST A.D. 2000, marked:

SETTLED and DISCONTINUED WITHOUT PREJUDICE

Record costs in the sum of \$209.45 have been paid in full by

Kristine M. Faust, Esquire

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 10th day of August A.D. 2000.

---

Prothonotary

WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW

CHASE MORTGAGE COMPANY-WEST  
f/k/a MELLON MORTGAGE COMPANY  
Plaintiffs

NO: 00-461-CD

MICHAEL E. GAMBLE, BRENDA K.  
GAMBLE and MADOLYN R. EBERLY  
Defendants

Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CHASE MORTGAGE COMPANY- WEST, Plaintiff (s) from MICHAEL E. GAMBLE, BRENDA K. GAMBLE and MADOLYN R. EBERLY, Defendant (s).

- (1) You are directed to levy upon the property of the defendant (s) and to sell interest (s) therein:  
SEE ATTACHED LONG FORM DESCRIPTION
- (2) You are also directed to attach the property of the defendant (s) not levied upon in the possession of: GARNISHEE GARNISHEE (S) as follows: ACCOUNT and to notify the garnishee (s) that: (a) an attachment has been issued; (b) the garnishee (s) is/are enjoined from paying any debt to or for the account of the defendant (s) and from delivering any property of the defendant (s) or otherwise disposing thereof;
- (3) If property of the defendant (s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

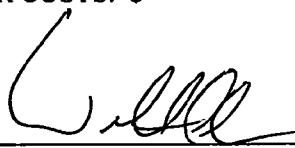
AMOUNT DUE: \$69,342.10

PAID: \$209.45

INTEREST:

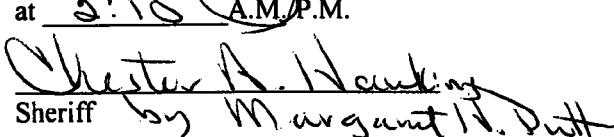
SHERIFF: \$  
PROTH. COSTS: \$  
OTHER COSTS: \$

ATTY'S COMM: \$  
DATE: JUNE 23, 2000

  
\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 23<sup>rd</sup> day  
of June A.D. 2000  
at 3:10 A.M. P.M.

REQUESTING PARTY NAME:  
KRISTINE M. FAUST, ESQ.

  
\_\_\_\_\_  
Chester A. Wantling  
Sheriff by M. Margaret H. Duth

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

**Sheriff Docket # 9892**

**CHASE MORTGAGE COMPANY - WEST**

**00-461-CD**

**VS.**

**GAMBLE, MICHAEL E. EX**

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, JULY 13, 2000, AT 9:23 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.**

**A SALE IS SET FOR FRIDAY, SEPTEMBER 1, 2000, AT 10:00 AM.**

**NOW, JULY 13, 2000, AT 9:23 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON MICHAEL E. GAMBLE, DEFENDANT, AT HIS PLACE OF RESIDENCE, RD #3, BOX 273, PUNXSUTAWNEY, CLEARFIELD COUNTY, PENNSYLVANIA, 15767, BY HANDING TO MICHAEL E. GAMBLE, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.**

**NOW, JULY 13, 2000, AT 9:23 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON BRENDA K. GAMBLE, DEFENDANT, AT HER PLACE OF RESIDENCE, RD #3, BOX 273, PUNXSUTAWNEY, CLEARFIELD COUNTY, PENNSYLVANIA, 15767, BY HANDING TO BRENDA K. GAMBLE, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.**

**NOW, JULY 13, 2000, AT 9:23 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON BRENDA GAMBLE, DAUGHTER OF MADOLYN R. EBERLY, DEFENDANT, AT HER PLACE OF RESIDENCE, RD #3, BOX 273, PUNXSUTAWNEY, CLEARFIELD COUNTY, PENNSYLVANIA, 15767, BY HANDING TO BRENDA GAMBLE, DAUGHTER OF MADOLYN R. EBERLY, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.**

## In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 9892

CHASE MORTGAGE COMPANY - WEST

00-461-CD

VS.

GAMBLE, MICHAEL E. EX

WRIT OF EXECUTION REAL ESTATE

## SHERIFF RETURNS

---

NOW, AUGUST 4, 2000, RECEIVED FAX FROM PLAINTIFFS ATTORNEY THAT  
SALE IS TO BE STAYED.

NOW, AUGUST 7, 2000, CALLED COURIER EXPRESS AND CLEARFIELD COUNTY  
LEGAL JOURNAL TO CANCEL ADVERTISING.

NOW, JULY 11, 2001, RETURN WRIT AS NO SALE HELD, SALE WAS STAYED BY  
PLAINTIFFS ATTORNEY. PAID COSTS FROM ADVANCE AND MADE REFUND OF  
UNUSED ADVANCE TO ATTORNEY.

SHERIFF HAWKINS \$197.42

SURCHARGE 60.00

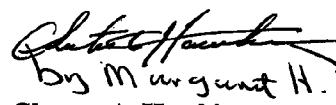
PAID BY ATTORNEY

---

Sworn to Before Me This  
11th Day Of July 2001  


WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co. Clearfield, PA.

So Answers,

  
by Margaret H. Putt  
Chester A. Hawkins  
Sheriff

FILED

JUL 11 2001  
01324  
William A. Shaw  
Prothonotary  


REAL ESTATE SALE

REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, \_\_\_\_\_, by virtue of the writ of execution hereunto attached, after having given due and legal notice of the time and place of sale, by publication in a newspaper published in this County, and by hand-bills posted on the premises, setting forth the time and place of sale, at the Court House, in Clearfield on the \_\_\_\_\_ day of \_\_\_\_\_ 2000, I exposed the within described real estate of \_\_\_\_\_

to public vendue or outcry at which time and place I sold the same to \_\_\_\_\_

he being the highest bidder, for the sum of \$ \_\_\_\_\_ and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	14.56
LEVY	15.00
MILEAGE	14.56
POSTING	15.00
CSDS	10.00
COMMISSION	2%
POSTAGE	+ 3.30
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	30.00
DEED	30.00
ADD'L POSTING	
ADD'L LEVY	
ADD'L MILEAGE	
BID <del>Phone</del>	5.00
RETURNS/DEPUTIZE	9.00
COPIES	5.00
TOTAL SHERIFF COSTS \$	
DEED COSTS:	
REG & REC	\$ 16.50
ACKNOWLEDGEMENT	5.00
TRANSFER TAX 2%	
TOTAL DEED COSTS	

DEBT & INTEREST:

AMOUNT DUE	\$ 69,342.10
TOTAL	\$ 69,342.10
COSTS:	
ATTORNEY FEES	\$
PRO. SATISFACTION	—
ADVERTISING	\$ 118.80
LATE CHARGE & FEES	—
TAXES-Collector	—
TAXES-Tax Claim	—
LIST OF LIENS	50.00
MORTGAGE SEARCH	5.00
COSTS	\$ 209.45
DEED COSTS	—
ATTORNEY COMMISSION	—
SHERIFF COST	197.42
LATE FEES	—
LEGAL JOURNAL	—
REFUND OF ADVANCE	—
REFUND OF SURCHARGE	—
TOTAL	\$ 580.67

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE  
UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN (10) TEN DAYS  
FROM THIS DATE.

CHESTER A. HAWKINS, SHERIFF

COPY