

00-1114-CD
B. Goralezyk vs D. Plyler Jr.

00

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION
No. 00-
-CD

BARBARA M. GORALCZYK,
PIANTTIE

54

DERWOOD G. PLYLER, JR.,

DEFENDANT

COMPLAINT IN MORTGAGE
FORECLOSURE

NOTICE TO DEFENDANT

YOU are hereby notified that you are required to file an Answer to the within Complaint within twenty (20) days after service upon you or judgment may be entered against you.

JOSEPH COLAVECCHI, ESQUIRE
ATTORNEY FOR PLAINTIFF

**COLAVECCHI
& COLAVECCHI**
ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

FILED 3 SCC
APR 13 2000
Supt. of Regs.
Wm. J. Show
Plaintiff's
Atty. of
Atty. for
S. C. O.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

14 BARBARA M. GORALCZYK

CIVIL ACTION

Plaintiff

No. 00 - 1114 - CD

vs.

21 DERWOOD G. PLYLER, JR.

Defendants

COMPLAINT IN MORTGAGE
FORECLOSURE

Filed on behalf of:

Plaintiff, BARBARA M.
GORALCZYK

Counsel of Record for
Said Party:

JOSEPH COLAVECCHI, ESQUIRE
PA I.D. 06810

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED

SEP 08 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

BARBARA M. GORALCZYK :
: Plaintiff :
: vs. : No. 00 - - CD
: DERWOOD G. PLYLER, JR. :
: Defendant :
:

N O T I C E

You have been sued in Court. If you wish to defend against the claims 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 DO 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.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
Second and Market Streets
Clearfield, PA 16830

Phone 814/765-2641 Ex. 5988

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

BARBARA M. GORALCZYK :
: Plaintiff :
: vs. : No. 00 - - CD
: :
DERWOOD G. PLYLER, JR. :
: Defendant :
:

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is Barbara M. Goralczyk of 14 Elmer Avenue, Bernardsville, New Jersey, 07924.
2. Defendant, who is the owner of the land subject to the mortgage, is Derwood G. Plyler, Jr. of 22 A Cedar Lane, Highland Park, New Jersey 08904.
3. On October 15, 1991, Derwood G. Plyler, Jr. executed and delivered a mortgage upon the premises hereinafter described to Barbara M. Goralczyk, said mortgage being recorded at Clearfield County Deed and Record Book Volume 1476, Page 568, in the amount of Seventy-five Thousand (\$75,000) Dollars, a copy of said mortgage being attached hereto marked Exhibit "A".
4. The premises subject to the mortgage dated October 15, 1991 is described as follows:

ALL those certain pieces or parcels of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, being known as Lots No. 492 and 493, in the Van Tassel Addition to DuBois, bounded and described as follows:

BEGINNING at a point at the Southwest corner of Lot No. 492; thence in a Northerly direction along Ninth Street a distance of one hundred fifty (150) feet, more or less, to the Northwest corner of a said Lot; thence along Walnut Avenue in an Easterly direction a distance of one hundred (100) feet to a point, said point being the Northeast corner of Lot No. 493, a distance of one hundred fifty (150) feet to an alley, said point being the Southeast corner of Lot No. 493; thence in a Westerly direction along the said alley a distance of one hundred (100) feet to the place of beginning. Being Lots No. 492 and 493 in the Van Tassel Addition to the City of DuBois.

BEING the same premises conveyed to Derwood G. Plyler dated June 2, 1977 and recorded in Clearfield County Deed and Records Book 739, Page 514.

5. On October 15, 1991, in consideration of the loan of Seventy-five Thousand (\$75,000) Dollars, made by Plaintiff to the Defendant, the Defendant executed and delivered to Plaintiff a Note secured by a Mortgage on the land obligating Defendant to pay

Plaintiff Seventy-five Thousand (\$75,000) Dollars, with interest at the rate of fifteen (15%) percent per annum, a copy of said Note being attached hereto marked Exhibit "B".

6. The Mortgage is in default because of the Defendants failure to make the payments due. The following amount is due on the mortgage:

Principal Balance and Interest through November 1, 2000:	\$ 126,630.36
--	---------------

Costs To Be Added:

Attorney's Fees at 15% as per Agreement	11,250.00
--	-----------

Total:	\$ 137,880.36
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7. The Act of January 30, 1974 P.L. 13 No. 6, as amended, 41 P.S. Section 403 (ACT 6) is not applicable to this foreclosure action because the original mortgage is for an amount in excess of Fifty Thousand (\$50,000) Dollars.

WHEREFORE, Plaintiff, Barbara M. Goralczyk, requests your Honorable Court enter Judgment in favor of Plaintiff against Defendant, Derwood G. Plyler, Jr., in the amount of One Hundred Thirty-seven Thousand Eight Hundred Eighty Dollars and Thirty-six Cents (\$137,880.36), and awarding Plaintiff such other relief as is just under the circumstances.

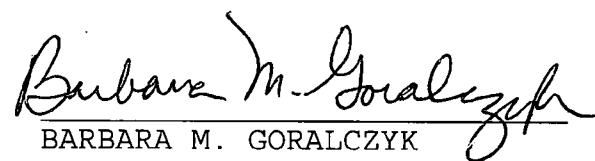
LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff

VERIFICATION

I verify that the statements made in this Complaint in Mortgage Foreclosure are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. 4904, relating to unsworn falsification to authorities.


Barbara M. Goralczyk
BARBARA M. GORALCZYK

This Mortgage,

Made the 15th day of October in the year of our Lord one thousand nine hundred and ninety one (1991)

Between DERWOOD G. PLYLER, JR., Mortgagor

A
N
D

BARBARA M. GORALCZYK, Mortgagee

Witnesseth, Whereas, the Mortgagor, his Heirs, Devisees and Personal Representatives, by a Bond bearing even date, herewith stand bound unto the Mortgagee, her certain Attorneys, Personal Representatives, Legatees, Successors, or Assigns in the sum of ----- \$75,000.00 ----- Dollars, Seventy Five Thousand and 00/100----- conditioned for the payment of a debt of ----- Dollars, Seventy Five Thousand and 00/100-----

ALL those certain pieces or parcels of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, being known as Lots No. 492 and 493, in the Van Tassel Addition to DuBois, bounded and described as follows to wit:

BEGINNING at a point at the Southwest corner of Lot No. 492; thence in a Northerly direction along Ninth Street a distance of one hundred fifty (150) feet, more or less, to the Northwest corner of said Lot; thence along Walnut Avenue in an Easterly direction a distance of One hundred (100) feet to a point, said point being the Northeast corner of Lot No. 493; thence in a Southerly direction along the line of Lot No. 493, a distance of One hundred fifty (150) feet to an alley, said point being the Southeast corner of Lot No. 493; thence in a Westerly direction along the said alley a distance of One hundred (100) feet to the place of beginning. Being Lots No. 492 and 493 in the Van Tassel Addition to the City of DuBois.

BEING the same premises which became vested in the Mortgagor by deed of Derwood G. Plyler and Virginia M. Plyler dated June 2, 1977 and recorded in Clearfield County Deed and Records Book 739, page 514.

Transfer of title to the premises hereby mortgaged shall make all sums due hereon, including principal and interest and all amounts agreed to be treated as such, payable on demand, irrespective of anything herein contained to the contrary.

And Also, to keep the buildings upon said premises in repair and commit no waste thereon and the cutting of any standing timber shall be treated and considered as waste except for the right to estovers and that if the said Mortgagors shall neglect or refuse to keep said premises in repair, the Mortgagee may enter and repair the same and any sums thus expended shall be added to and become a part of the debt due from the Mortgagors to the Mortgagee hereunder and shall be taken, treated and considered as such in all matters touching or concerning this contract and in all proceedings had for the enforcement of the liability hereon.

And Also, to pay all taxes upon the premises hereinafter described, within one year after the first day of January next succeeding their assessment, and keep all buildings now standing and hereafter erected on said premises, Insured against loss by fire and other casualties covered by the standard form of extended coverage for the benefit of the Mortgagee in a sum not less than the total due hereon from time to time and to take no insurance on said buildings not marked for the benefit of the Mortgagee and to pay all premiums on said insurance within 15 days after written notice of their being due shall have been given to the said Mortgagor

And THE FURTHER CONDITION OF THE SAID OBLIGATION IS SUCH, that upon default for 15 days in payment of any part of said principal sum or interest as agreed, or of any premium of insurance for 15 days after written notice of its being due shall have been given to the Mortgagor or upon default in the payment of any tax assessed against the said premises for one year after the first day of January

next succeeding its assessment, or if a breach of any of the conditions of the said obligation be made by the said Mortgagor, his Heirs, Devisees, or Personal Representatives, then the said principal sum shall become due and payment of the same, with all interest, taxes, and premiums of insurance due thereon, as therein provided, together with an Attorney's commission of 15% percent on the said principal sum, besides costs of suit, may be enforced and recovered at once.

Now, THIS INDENTURE WITNESSETH that for and in consideration of One Dollar and for and in consideration of the further sum hereby secured, and intending to be legally bound, the Mortgagor, to better secure payment of the said debt and the performance of the covenants in the said Bond, does grant and convey to the Mortgagor, her Heirs, Successors and Assigns,

CLEARFIELD COUNTY 8/6/92
ENTERED OF RECORD
TIME 2:55 PM
BY Stacy & Jones
FEES 11.50

Karen L. Stark, Recorder



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

Karen L. Stark
Karen L. Stark
Recorder of Deeds

with the appurtenances, reversions, remainders, rents, issues and profits.

To Have and to Hold TO THE SAID Mortgagor, her Heirs, Successors and Assigns forever.

And the said Mortgagor and Mortgagee do hereby covenant and agree that if the said Mortgagor his Heirs, Devisees or Personal Representatives, shall neglect or refuse to keep in force insurance as aforesaid, or to pay any premium of insurance for 15 days after written notice of its being due shall be given to the Mortgagor, or to pay all taxes upon the premises within one year after the first day of January next succeeding its assessment, the said Mortgagee her certain Attorneys, Personal Representatives, Legatees, Successors or Assigns, shall have the privilege, right or option to insure the said buildings in the sum aforesaid, and pay premiums of insurance as aforesaid, and pay the said taxes as aforesaid, and upon exercise of said privilege, right or option, any sums thus expended for any of said purposes shall be added to and become a part of the said mortgage debt and shall be treated, held and considered as such in all matters touching or concerning this mortgage and in all proceedings had for the enforcement of the liability hereon.

And the said Mortgagor does hereby covenant and agree to pay the said mortgage debt, with interest and all taxes and premiums of insurance as set forth more fully and at large in the said Bond and heretofore recited

And the said Mortgagor, does hereby covenant and agree that upon default for 15 days in payment of any part of said principal sum or interest as agreed, or of any premium of insurance for 15 days after written notice of its being due shall have been given to the Mortgagor or upon default in the payment of any tax assessed against the said premises for one year after the first day of January next succeeding its assessment, or if a breach of any of the conditions of the said mortgage be made by the said Mortgagor, his Heirs, Devisees, or Personal Representatives, then the said Mortgagee her certain Attorneys, Personal Representatives, Legatees, Successors or Assigns, may forthwith without prejudice to any other remedy, file complaint in an Action of Mortgage Foreclosure hereon and proceed thereon to judgment and execution for the immediate recovery of said principal debt, with all interest, taxes, and premiums of insurance due according to the terms hereof, together with an attorney's commission of 158 per centum upon the said principal sum, and all costs of suit, nor shall any waiver of this provision be held effectual unless in writing for a valuable consideration, and any judgment thus recovered shall be enforceable without defalcation or stay of execution, the Mortgagor hereby further waiving the rights of inquisition and appeal, all rights under any present or future exemption laws of this Commonwealth and all benefit from any and all errors in any and all proceedings had hereupon.

And the said Mortgagor and Mortgagee do hereby covenant and agree that if the said Mortgagor his Heirs, Devisees, or Personal Representatives, shall without default pay or cause to be paid to the said Mortgagee or her certain Attorneys, Legatees, Successors, Personal Representatives, or Assigns, the said principal sum with interest as agreed, and shall without default keep the buildings on the premises insured and pay the insurance premiums therefor and all taxes upon the premises as agreed, or in case of default and of legal process, shall before actual sale pay the same, together with commissions and costs accrued, then this mortgage, the estate hereby granted, and the said accompanying Bond, shall become void.

Witness the hand and seal above written.

Signed, Sealed and Delivered
in the presence of

of the said Mortgagor the day and year first

Derwood G. Plyler, Jr.

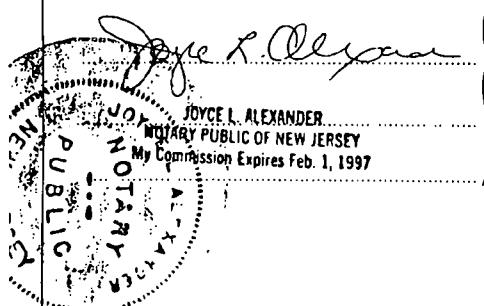
Seal

Seal

Seal

Seal

JOYCE I. ALEXANDER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 1, 1997



Commonwealth of Pennsylvania
County of

{ ss.

VOL 1476 PAGE 571

On this, the day of

A. D. 19 , before me
the undersigned Officer,

personally appeared
known to me (or satisfactorily proven) to be the person whose name
instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

State of NEW JERSEY

County of Morris

{ ss.

Title of Officer

On this, the day of

July

A. D. 1992 , before me
the undersigned Officer, personally

appeared DERWOOD G. PLYLER, JR. known to me (or satisfactorily
proven) to be the person whose name is subscribed to the within instrument, and acknowledged that
he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Joyce L. Alexander

JOYCE L. ALEXANDER, NOTARY PUBLIC
NOTARY PUBLIC OF THE STATE OF NEW JERSEY
My Commission Expires 1-1994

I Herby Certify, that the precise residence of the Mortgagor and person entitled to interest on this
Mortgage 14 Elmer Avenue, Bernardsville, NJ 07924

Attorney for Barbara M. Goralczyk, NO. 7112 SEARCH

Number

Mortgage

Common Sense

DERWOOD G. PLYLER, JR.

To

BARBARA M. GORALCZYK

Dated October 16, 1991
Upon
To secure \$75,000.00
Payable

Entered for record in the Recorder's
Office of
the
County
day of
A. D. 19
Tax \$ _____ Fees \$ _____

Recorder.

R & R: Barbara Goralczyk
14 Elmer Avenue
Bernardsville, NJ 07924

Form No. 046-Legal Blank printed. Locality, etc. Fa.

Commonwealth of Pennsylvania
County of

{ ss.

Recorded on this day of A. D. 19 , in the Re-
corder's Office of the said County in Mortgage Book Volume Page

Given under my hand and seal of the said Office, the date above written

Recorder

Know All Men By These Presents,

That DERWOOD G. PLYLER, JR.

is held and firmly bound unto BARBARA M. GORALCZYK

in the sum of -----\$75,000.00)-----
Seventy Five Thousand and 00/100----- Dollars,
lawful money, to be paid to the said Obligee her certain Attorneys, Personal Represent-
atives, Legatees. Successors or Assigns, to which payment, well and truly to be made,
do bind his Heirs, Devisees, and Personal Representatives, and every
of them firmly by these Presents.

Sealed with his seal. Dated the 15th day of October A. D. 1991

The Condition of this Obligation is such, that if the said Obligor, his Heirs,
Devisees or Personal Representatives, shall and do well and truly pay or cause to be paid, unto
the said Obligee, certain Attorneys, Legatees, Personal Representatives, Successors or As-
signs, the sum of \$75,000.00 together with interest thereon at the
rate of 15% per annum.

Interest will be payable monthly.

Transfer of title to the premises described in the mortgage accompanying this bond shall
make all sums due thereon, including principal and interest and all amounts agreed to be treated
as such, payable on demand, irrespective of anything herein contained to the contrary.

And Also, to keep the buildings upon said premises in substantially the present state of
repair and commit no waste thereon and the cutting of any standing timber shall be treated and
considered as waste except for the right to estovers and that if the said Obligors shall neglect or
refuse to keep said premises in repair, the Obligee may enter and repair the same and any sums
thus expended shall be added to and become a part of the debt due from the Obligors to the
Obligees hereunder and shall be taken, treated and considered as such in all matters touching or
concerning this contract and in all proceedings had for the enforcement of the liability hereon.

And Also shall pay all taxes upon the premises within one year after the first day of Janu-
ary next succeeding their assessment keep all buildings now standing and hereafter erected upon
the land described in the Mortgage accompanying this Bond, insured against loss by fire and other
casualties covered by the standard form of extended coverage for the benefit of the Mortgagee
,
to the amount of at least the total due hereon from time to time, take out no insurance on said
buildings not marked for the benefit of the Mortgagee and pay all premiums on said insurance
within 15 days after written notice of their being due shall have been given to the
Mortgagor, then the above Obligation to be void, or else to be and remain in full force and virtue.

And the further condition of this obligation is such that upon default for 15 days in
payment of any part of said principal sum or interest as agreed, or of any premium of insurance
for 15 days after written notice of its being due shall have been given to the Obligor,
or upon default in the payment of any tax assessed against the said premises for one year after
the first day of January next succeeding its assessment, or if a breach of any of the conditions of
the said obligation be made by the said Obligor his Heirs, Devisees, or Personal
Representatives then the said principal sum shall become due and payment of the same with all
interest, taxes and premiums of insurance due thereon as herein provided, together with an Attor-
ney's commission of 15% per centum on the said principal sum, besides costs of suit, may be
enforced and recovered at once.

And the said Mortgagor and Mortgagor do hereby covenant and agree that if the said Mortgagor his Heirs, Devisees or Personal Representatives, shall neglect or refuse to keep in force insurance as aforesaid, or to pay any premium of insurance for 15 days after written notice of its being due shall be given to the Mortgagor, or to pay all taxes upon the premises within one year after the first day of January next succeeding its assessment, the said Mortgagor her certain Attorneys, Personal Representatives, Legatees, Successors or Assigns, shall have the privilege, right or option to insure the said buildings in the sum aforesaid, and pay premiums of insurance as aforesaid, and pay the said taxes as aforesaid, and upon exercise of said privilege, right or option, any sums thus expended for any of said purposes shall be added to and become a part of the said mortgage debt and shall be treated, held and considered as such in all matters touching or concerning this mortgage and in all proceedings had for the enforcement of the liability hereon.

And the said Mortgagor does hereby covenant and agree to pay the said mortgage debt, with interest and all taxes and premiums of insurance as set forth more fully and at large in the said Bond and heretofore recited

And the said Mortgagor, does hereby covenant and agree that upon default for 15 days in payment of any part of said principal sum or interest as agreed, or of any premium of insurance for 15 days after written notice of its being due shall have been given to the Mortgagor or upon default in the payment of any tax assessed against the said premises for one year after the first day of January next succeeding its assessment, or if a breach of any of the conditions of the said mortgage be made by the said Mortgagor his Heirs, Devisees, or Personal Representatives, then the said Mortgagor her certain Attorneys, Personal Representatives, Legatees, Successors or Assigns, may forthwith without prejudice to any other remedy, file complaint in an Action of Mortgage Foreclosure hereon and proceed thereon to judgment and execution for the immediate recovery of said principal debt, with all interest, taxes, and premiums of insurance due according to the terms hereof, together with an attorney's commission of 15% per centum upon the said principal sum, and all costs of suit, nor shall any waiver of this provision be held effectual unless in writing for a valuable consideration, and any judgment thus recovered shall be enforceable without defalcation or stay of execution, the Mortgagor hereby further waiving the rights of Inquisition and appeal, all rights under any present or future exemption laws of this Commonwealth and all benefit from any and all errors in any and all proceedings had hereupon.

And the said Mortgagor and Mortgagor do hereby covenant and agree that if the said Mortgagor his Heirs, Devisees, or Personal Representatives, shall without default pay or cause to be paid to the said Mortgagor or her certain Attorneys, Legatees, Successors, Personal Representatives, or Assigns, the said principal sum with interest as agreed, and shall without default keep the buildings on the premises insured and pay the insurance premiums therefor and all taxes upon the premises as agreed, or in case of default and of legal process, shall before actual sale pay the same, together with commissions and costs accrued, then this mortgage, the estate hereby granted, and the said accompanying Bond, shall become void.

Witness the hand and seal of the said Mortgagor this day and year first above written.

Signed, Sealed and Delivered
in the presence of

Joyce L. Alexander

JOYCE L. ALEXANDER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb 1, 1997

Derwood G. Flyer, Jr. Seal
Seal
Seal
Seal

I have taken the original mortgage
for recording at Clearfield County,
Pennsylvania.

Derwood G. Flyer, Jr.
July 28, 1992

And the said Obligor and Obligee do hereby covenant and agree that if the said Obligor, his Heirs, Devisees or Personal Representatives shall neglect or refuses to keep in force insurance as aforesaid, or to pay any premium of insurance for 15 days after written notice of its being due shall have been given to the Obligor, or to pay any taxes upon the premises within one year after the first day of January next succeeding its assessment, the said Obligee, her certain Attorneys, Personal Representatives, Legatees, Successors or Assigns, shall have a privilege, right or option to insure the said buildings in the sum aforesaid, and pay premiums of insurance as aforesaid, and pay the said taxes as aforesaid, and upon exercise of said privilege, right or option, any sums thus expended for any of said purposes, shall be added to and become a part of the said Mortgage debt, and shall be treated, held and considered as such in all matters touching or concerning this Bond and in all proceedings had for enforcement of the liability hereon.

And the said Obligor do es hereby confess judgment in favor of the above mentioned Obligee, her certain Attorneys, Personal Representatives, Legatees, Successors or Assigns, for the penal sum above mentioned, with all fees and costs of entry, including an Attorney fee and 10% commission upon said principal debt for collection, without defalcation or stay of execution, waiving the rights of inquisition and appeal, all right under any present or future exemption laws of this Commonwealth, and all benefit from any and all errors in any and all proceedings had hereupon.

Signed, Sealed and Delivered
in the presence of

Joyce L. Alexander

JOYCE L. ALEXANDER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb 1, 1997

Derwood G. Plyler, Jr.

Derwood G. Plyler, Jr.

Seal

Seal

Seal

Seal

Seal

Bond and Warrant

DERWOOD G. PLYLER, JR.

To

BARBARA M. GORALCZYK

Dated October 16, 1991
For
\$ 75,000.00
Payable

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10165

GORALCZYK, BARBARA M.

VS.

PLYLER, DERWOOD G. JR.

00-1114-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW SEPTEMBER 11, 2000 MAILED THE WITHINCOMPLAINT IN MORTGAGE FORECLOSURE TO DERWOOD G. PLYLER JR., DEFENDANT BY CERTIFIED MAIL # 7000 0600 0023 2701 1830. THE LETTER WAS RETURNED MARKED "UNCLAIMED". LETTER WAS SENT "ADDRESSEE ONLY".

Return Costs

Cost	Description
------	-------------

20.50	SHFF. HAWKINS PAID BY: ATTY.
-------	------------------------------

10.00	SURCHARGE PAID BY: ATTY.
-------	--------------------------

Sworn to Before Me This

9th Day Of October, 2000


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

So Answers,

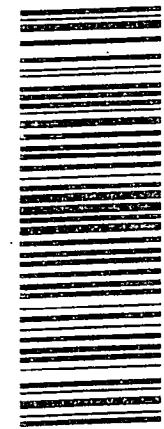

Chester A. Hawkins
Sheriff

FILED

OCT 09 2000
01:340
William A. Shaw
Prothonotary

PLACE STICKER AT TOP OF ENVELOPE
TO THE RIGHT OF RETURN ADDRESS
FOLD AT FOLDED LINE

CERTIFIED MAIL



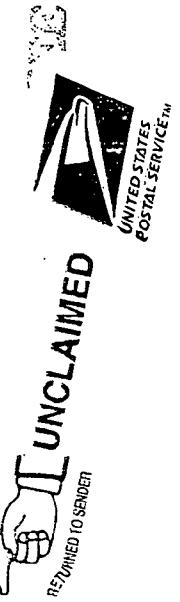
CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



7000 0600 0023 2701 1630

DERWOOD G PLYLER JR.
22 A Cedar Lane
Highland Park, New Jersey 08904

ADDRESSEE
ONLY



UNITED STATES
POSTAL SERVICE

CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Postage

\$

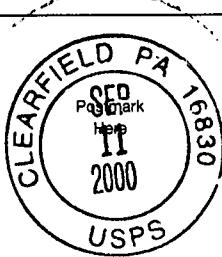
Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$ 6-17



Name (Please Print Clearly) (to be completed by mailer)

DERWOOD G. PLYLER JR.

Street, Apt. No., or PO Box No.

22 A Cedar Lane

City, State, ZIP+4

Highland Park, NJ 08904

For more information, see back of instructions

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

PS Form 3800, July 1999 (Reverse)

102595-99-M-2087

C-10165

2
Lap over margin

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION
No. 00-1114-CD

BARBARA M. GORALCZYK, Plaintiff

vs.

DERWOOD G. PLYLER, JR., Defendant

PETITION FOR SERVICE OF PROCESS
AS AUTHORIZED UNDER R.C.P. 430

COLAVECCHI & RYAN

ATTORNEYS AT LAW
221 E. MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA. 16830

FILED
OCT 19 2000
OCT 10 2000
William A. Chown
Prothonotary
Clerk of Court

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BARBARA M. GORALCZYK,
Plaintiff
Vs.

DERWOOD G. PLYLER, JR.,
Defendant

CIVIL DIVISION

No. 00 - 1114 - CD

PETITION FOR SERVICE OF PROCESS
AS AUTHORIZED UNDER R.C.P. 430

Filed on Behalf of:

Plaintiff, BARBARA GORALCZYK

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED

OCT 13 2000

William A. Shaw
Prothonotary

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

BARBARA M. GORALCZYK, :
Plaintiff : No. 00 - 1114 - CD
:
vs. :
:
DERWOOD G. PLYLER, JR., :
Defendant :

PETITION FOR SERVICE OF PROCESS AS
AUTHORIZED UNDER R.C.P. 430

1. Plaintiff is Barbara M. Goralczyk an individual who filed a Complaint in Mortgage Foreclosure in the Court of Common Pleas of Clearfield County, Pennsylvania, against Derwood G. Plyler, Jr., on or about September 8, 2000.

2. The Complaint in Mortgage Foreclosure shows the address of Derwood G. Plyler, Jr., as 22A Cedar Lane, Highland Park, New Jersey 08904. This is his last known address and is further shown in the real estate records. The Clearfield County Sheriff's Office has made efforts to serve him and they have been unsuccessful in doing so. A copy of the Return from the Sheriff's Office showing "Unclaimed" is attached hereto and marked Exhibit "A".

3. It is believed that the Defendant is attempting to avoid service and to hid his whereabouts.

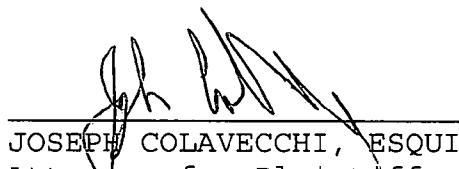
4. Further, the property which is the subject of this Complaint for Mortgage Foreclosure is being rented to persons

occupying it at the present time. The tenants are believed to be related to Defendant, Derwood G. Plyler, Jr.

5. It is believed that the Defendant is aware of this mortgage foreclosure action and is attempting to evade service.

6. For this reason, Plaintiff is asking for permission to serve Defendant through advertisement in The Clearfield Progress, a newspaper of daily circulation, one time, and in the Clearfield County Legal Journal, one time, and also leaving a copy of this Complaint with the tenants on the property advising him that this Complaint has been filed against him and that he should respond to it.

WHEREFORE, Plaintiff asks for authority to give notice by advertisement and as set out above.

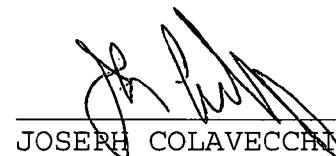


JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS :
:

Before me, the undersigned officer, personally appeared Joseph Colavecchi, who, being duly sworn according to law, deposes and says that he has made every effort to serve the Defendant. Further, the Sheriff's Office has made attempts to serve the Defendant and have been unable to find him to get personal service on him. For this reason, it is believed that Derwood G. Plyler, Jr., is trying to avoid being served. Affiant states that a good faith effort was made to try to get personal service on Derwood G. Plyler, Jr.



JOSEPH COLAVECCHI

Sworn to and subscribed before
me this 12th day of October 2000.



NOTARIAL SEAL
JOHN P. RYAN, Notary Public
Clearfield Boro, Clearfield County, PA
My Commission Expires, June 8, 2004

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10165

GORALCZYK, BARBARA M.

VS.

PLYLER, DERWOOD G. JR.

COPY

00-1114-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

**NOW SEPTEMBER 11, 2000 MAILED THE WITHINCOMPLAINT IN MORTGAGE
FORECLOSURE TO DERWOOD G. PLYLER JR., DEFENDANT BY CERTIFIED
MAIL # 7000 0600 0023 2701 1830. THE LETTER WAS RETURNED MARKED
"UNCLAIMED". LETTER WAS SENT "ADDRESSEE ONLY".**

Return Costs

Cost	Description
-------------	--------------------

20.50	SHFF. HAWKINS PAID BY: ATTY.
--------------	-------------------------------------

10.00	SURCHARGE PAID BY: ATTY.
--------------	---------------------------------

Sworn to Before Me This

____ Day Of _____ 2000

So Answers,



**Chester A. Hawkins
Sheriff**

COPY

PLACE STICKER ON ENVELOPE
TO THE RIGHT OF FEE, POSTAGE
FOLD OR CUT EDGE

CERTIFIED MAIL



7000 0600 0023 2701 1830

DERWOOD G PLYLER JR.

22 A Cedar Lane
Highland Park, New Jersey 08904

ADDRESSEE
ONLY

UNCLAIMED



UNITED STATES
POSTAL SERVICE

RETURNED TO SENDER

**CHESTER A. HAWKINS
SHERIFF**

COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



Lap over margin

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION
No. 00 - 1114 - CD

BARBARA M. GORALCZYK,
Plaintiff

vs.

DERWOOD G. PLYLER, JR., Defendant

ORDER

FILED

OCT 13 2000

William A. Shaw
Prothonotary

*8/30/00
Colavecchi
William A. Shaw
Prothonotary*

COLAVECCHI & RYAN

ATTORNEYS AT LAW
221 E. MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA. 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BARBARA M. GORALCZYK,
Plaintiff
Vs.

DERWOOD G. PLYLER, JR.,
Defendant

CIVIL DIVISION
No. 00 - 1114 - CD

ORDER

Filed on Behalf of:

Plaintiff, BARBARA GORALCZYK

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

FILED

OCT 13 2000

William A. Shaw
Prothonotary

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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

BARBARA M. GORALCZYK, :
Plaintiff : No. 00 - 1114 - CD
:
vs. :
:
DERWOOD G. PLYLER, JR., :
Defendant :

ORDER

AND NOW, this 16th day of October, 2000, upon consideration of the foregoing Petition under R.C.P. 430, it is hereby Ordered and Decreed that Plaintiff is authorized to give notice to the Defendant by placing an ad in The Clearfield Progress, one time, and in the Clearfield County Legal Journal, one time, and that a certified copy of this Complaint be left by the Sheriff with the tenants occupying the property or that it be posted on the front door of the property which is the subject of this Complaint in Mortgage Foreclosure. This shall constitute service upon Defendant as authorized under Pa. R.C.P. 430.

BY THE COURT:

JUDGE

Lap over margin

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION
No. 00 - 1114 - CD

BARBARA M. GORALCZYK,
Plaintiff

vs.

DERWOOD G. PLYLER, JR.,
Defendant

AFFIDAVIT OF SERVICE

FILED

OCT 25 2000
COLAVECCHI & RYAN
in A Shaw
Prothonotary
EKA

COLAVECCHI & RYAN

ATTORNEYS AT LAW

221 E. MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA. 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BARBARA M. GORALCZYK,
Plaintiff
Vs.

DERWOOD G. PLYLER, JR.,
Defendant

CIVIL DIVISION
No. 00 - 1114 - CD

AFFIDAVIT OF SERVICE

Filed on Behalf of:

Plaintiff, BARBARA GORALCZYK

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED

OCT 25 2000

William A. Shaw
Prothonotary

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

BARBARA M. GORALCZYK, :
Plaintiff : No. 00 - 1114 - CD
:
vs. :
:
DERWOOD G. PLYLER, JR., :
Defendant :

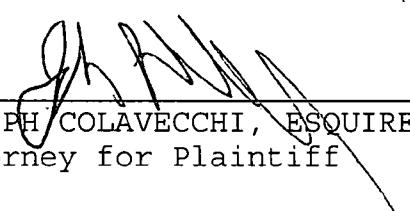
AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

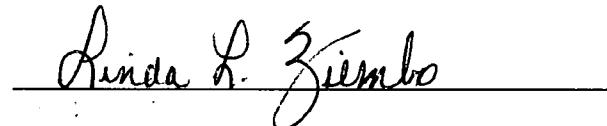
Personally appeared before me, Notary Public, in and for the County and State aforesaid, Joseph Colavecchi, Esquire, Attorney for Barbara M. Goralczyk, Plaintiff, who, being duly sworn according to law, deposes and says that service of the foregoing Complaint in Mortgage Foreclosure in the above-captioned action, together with endorsed notice to plead within twenty (20) days, was made by publication as follows:

1. Service by publication was made in *The Progress*, a daily newspaper published at Clearfield, Pennsylvania, on October 21,

2000. This service is attested to by a Proof of Publication attached to this Affidavit and made a part hereof.


JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff

Sworn to and subscribed before me
this 24 day of October 2000.



NOTARIAL SEAL
LINDA L. ZIEMBO, Notary Public
Clearfield Boro, Clearfield County, PA
My Commission Expires, December 17, 2001

NOTICE
IN THE COURT OF COMMON
PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA
CIVIL ACTION
BARBARA M. GORALCZYK,
Plaintiff
vs.
DERWOOD G. PLYLER, JR., De-
fendant
No. 00-1114-CD

NOTICE OF COMPLAINT IN
MORTGAGE FORECLOSURE
TO: DERWOOD G. PLYLER, JR.
This is to notify you that the real
estate owned by you consisting of a
House and two Lots, Number 492,
and 493, situated in Sandy Town-
ship, Clearfield County, Pennsylva-
nia, having an address of 934 Wal-
nut Street, DuBois, Pennsylvania
15801, is the subject of the Com-
plaint in Mortgage Foreclosure filed
on behalf of Plaintiff against you.
The legal description of the proper-
ty is contained in the Complaint in
Mortgage Foreclosure.

A copy of the Complaint in Mort-
gage Foreclosure will be sent to
you if you will contact the under-
signed:

COLAVECCHI, RYAN & COLA-
VECCHI, 221 East Market Street,
P.O. Box 131, Clearfield, PA
16830, (814) 765-1566

NOTICE

If you wish to defend, you must
enter a written appearance person-
ally or by attorney and file your de-
fenses or objections in writing with
the court. You are warned that if
you fail to do so, the case may pro-
ceed without you and a judgment
may be entered against you without
further notice for the relief re-
quested by the Plaintiff. You may
lose money or property or other
rights important to you.

YOU SHOULD TAKE THIS NO-
TICE TO YOUR LAWYER AT
ONCE. IF YOU DO 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:

David S. Meholic, Court Adminis-
trator, Clearfield County Court-
house, Clearfield, Pennsylvania
16830, (814) 765-2641 • Ex-
tension 5982.

10:21-1d-b

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS:

On this 23rd day of October, A.D. 2000,
before me, the subscriber, a Notary Public in and for said County and
State, personally appeared Margaret E. Krebs, who being duly sworn
according to law, deposes and says that she is the President of The
Progressive Publishing Company, Inc., and Associate Publisher of The
Progress, a daily newspaper published at Clearfield, in the County of
Clearfield and State of Pennsylvania, and established April 5, 1913, and
that the annexed is a true copy of a notice or advertisement published in
said publication in

the regular issues of October 21, 2000.
And that the affiant is not interested in the subject matter of the notice or
advertising, and that all of the allegations of this statement as to the time,
place, and character of publication are true.

Margaret E. Krebs
Ann K. Law

Sworn and subscribed to before me the day and year aforesaid.

Notary Public

Clearfield, Pa.

My Commission Expires
September 16, 2004

Notarial Seal
Ann K. Law, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Sept. 16, 2004
Member, Pennsylvania Association of Notaries

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

—Lap over margin—

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION
No. 00 - 1114 - CD

BARBARA M. GORALCZYK,
Plaintiff

VS.

DERWOOD G. PLYLER, JR.,
Defendant

AFFIDAVIT OF SERVICE



NOV 17 2000

COLAVERCCHI &
RYAN
Attorneys at Law
221 E. MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA. 16830

COLAVERCCHI & RYAN

ATTORNEYS AT LAW
221 E. MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA. 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BARBARA M. GORALCZYK,
Plaintiff
Vs.

DERWOOD G. PLYLER, JR.,
Defendant

CIVIL DIVISION
No. 00 - 1114 - CD

AFFIDAVIT OF SERVICE

Filed on Behalf of:

Plaintiff, BARBARA GORALCZYK

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

FILED

NOV 17 2000

William A. Shaw
Prothonotary

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

BARBARA M. GORALCZYK, :
Plaintiff : No. 00 - 1114 - CD
:
vs. :
:
DERWOOD G. PLYLER, JR., :
Defendant :

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

Personally appeared before me, Notary Public, in and for the County and State aforesaid, Joseph Colavecchi, Esquire, Attorney for Barbara M. Goralczyk, Plaintiff, who, being duly sworn according to law, deposes and says that service of the foregoing Complaint in Mortgage Foreclosure in the above-captioned action, together with endorsed notice to plead within twenty (20) days, was made by publication as follows:

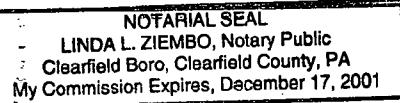
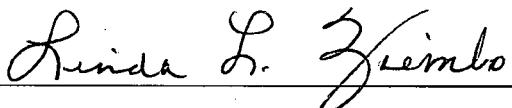
1. Service by publication was made in the Clearfield County Legal Journal, a weekly newspaper published at Clearfield,

Pennsylvania, on October 27, 2000. This service is attested to by a Proof of Publication attached to this Affidavit and made a part hereof.



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff

Sworn to and subscribed before me
this 16 day of November 2000.



IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PA
CIVIL ACTION

BARBARA M. GORALCZYK, Plaintiff
vs. DERWOOD G. PLYLER, JR.,
Defendant.

No. 00-1114-CD

NOTICE OF COMPLAINT IN
MORTGAGE FORECLOSURE

TO: DERWOOD G. PLYLER, JR.
This is to notify you that the real estate
owned by you consisting of a House and
two Lots, Numbers 492, and 493, situated
in Sandy Township, Clearfield County,
Pennsylvania, having an address of 934
Walnut Street DuBois, Pennsylvania,
15801, is the subject of the Complaint in
Mortgage Foreclosure filed on behalf of
Plaintiff against you. The legal description
of the property is contained in the Complaint
in Mortgage Foreclosure.

A copy of the Complaint in Mortgage
Foreclosure will be sent to you if you will
contact the undersigned:

NOTICE

If you wish to defend, you must enter a
written appearance personally or by attorney
and file your defenses or objections in
writing with the court. You are warned that
if you fail to do so, the case may proceed
without you and a judgment may be entered
against you without further notice for the
relief requested by the Plaintiff. You may
lose money or property or other rights
important to you.

YOU SHOULD TAKE THIS NOTICE
TO YOUR LAWYER AT ONCE. IF YOU
DO 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:

David S. Meholic, Court Administrator,
Clearfield County Courthouse, Clearfield,
PA 16830 (814) 765-2641 Ext. 5982.

COLAVECCHI RYAN &
COLAVECCHI, 221 East Market Street,
P.O. Box 131, Clearfield, PA 16830.

PROOF OF PUBLICATION

YLVANIA :

RFIELD :

ay of November AD 2000, before me, the subscriber, a
for said County and State, personally appeared Gary A.
ing duly sworn according to law, proposes and says that he
Clearfield County Legal Journal of the Courts of Clearfield
e annexed is a true copy of the notice or advertisement
blication in the regular issues of Week of October 27, 2000,
d that all of the allegations of this statement as to the time,
of the publication are true.

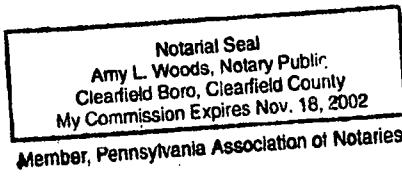

Gary A. Knaresboro, Esquire

Editor
Clearfield County Legal Journal

ed to before me the day and year aforesaid.


Amy L. Woods
Notary Public

My Commission Expires



Colavecchi Ryan & Colavecchi
221 East Market Street
Clearfield, PA 16830

Lap-over margin

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION
No. 00 - 1114 - CD

BARBARA M. GORALCZYK,
Plaintiff

vs.

DERWOOD G. PLYLER, JR.,
Defendant

PRAECIPE FOR JUDGMENT

FILED

NOV 10 2000
Atty Colavecchia
WILLIAM A. COLAVECCHIA
Attala, Colavecchia & Ryan
PA 426.00

Not to Df.
Statement to Atty

COLAVECCHI
RYAN & COLAVECCHI
ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BARBARA M. GORALCZYK,
Plaintiff
Vs.

CIVIL DIVISION

No. 00 - 1114 - CD

DERWOOD G. PLYLER, JR.,
Defendant

PRAECLYPE FOR JUDGMENT

Filed on Behalf of:

Plaintiff, BARBARA GORALCZYK

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

FILED

NOV 20 2000

William A. Shaw
Prothonotary

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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

BARBARA M. GORALCZYK, :
Plaintiff : No. 00 - 1114 - CD
vs. :
DERWOOD G. PLYLER, JR., :
Defendant :

PRAECIPE FOR JUDGMENT

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Notice having been given to the Defendant, DERWOOD G. PLYLER, JR., by advertisement through the Clearfield County Legal Journal on October 27, 2000, and The Clearfield Progress on October 21, 2000, as evidenced by Affidavits filed of record, and no answer having been filed to the Complaint, please enter judgment in favor of Plaintiff and against the Defendant as follows:

1. Amount of Debt and interest to 11/1/00: \$126,630.36
2. Interest from 11/1/00 to 11/17/00: \$ 523.94
3. Attorney's fees at 15% as Per Agreement: \$ 11,250.00
4. Costs: \$ 219.73

TOTAL AMOUNT OF JUDGMENT: \$138,624.03


JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff

AFFIDAVIT

JOSEPH COLAVECCHI, ESQUIRE, being duly sworn according to law, deposes and states as follows:

The last known address of judgment creditor is 14 Elmer Avenue, Bernardsville, New Jersey 08904.

The last known address of judgment debtor is 22 A Cedar Lane, Highland Park, New Jersey 08904.



JOSEPH COLAVECCHI, ESQUIRE

COPY

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

Barbara M. Goralczyk,

Plaintiff(s) No. 00-1114-CD

Real Debt \$138,624.03

vs.

Atty's Comm

Derwood G. Plyler, Jr.,

Defendant(s).

Atty's Comm

Costs \$

Int. From

Entry \$20.00

Instrument Default Judgment

Date of Entry November 20, 2000

Expires November 20, 2005

Certified from the record this 20th day of November, 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

COPY

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

<u>BARBARA M. GORALCZYK,</u>	:
Plaintiffs	
VS.	: NO. <u>00-1114-CD</u>
<u>DERWOOD G. PLYLER, JR.,</u>	:
Defendants	

NOTICE IS GIVEN THAT JUDGMENT IN THE ABOVE-CAPTIONED MATTER
HAS BEEN ENTERED AGAINST YOU IN THE AMOUNT OF \$ 138,624.03 ON
November 20, 2000.

PROTHONOTARY

BY _____
DEPUTY

—Lap over margin—

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION
No. 00 - 1114 - CD

BARBARA M. GORALCZYK, Plaintiff

vs.

DERWOOD G. PLYLER, JR., Defendant

PRAECIPE FOR WRIT OF EXECUTION

COLAVECCHI
RYAN & COLAVECCHI

ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BARBARA M. GORALCZYK,
Plaintiff
Vs.

DERWOOD G. PLYLER, JR.,
Defendant

CIVIL DIVISION
No. 00 - 1114 - CD

PRAECIPE FOR WRIT OF EXECUTION

Filed on Behalf of:

Plaintiff, BARBARA GORALCZYK

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

FILED

DEC - 4 2000
010451 WT
William A. Shaw
Prothonotary PD
20 -

6 WNTS TO STAFF

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

BARBARA M. GORALCZYK, :
Plaintiff : No. 00 - 1114 - CD
:
Vs. :
:
DERWOOD G. PLYLER, JR., :
Defendant :

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue writ of execution in the above matter,

1. Directed to the Sheriff of Clearfield County;
2. Against the following property:

ALL those certain pieces or parcels of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, being known as Lots No. 492 and 493, in the Van Tassel Addition to DuBois, bounded and described as follows:

BEGINNING at a point at the Southwest corner of Lot No. 492; thence in a Northerly direction along Ninth Street a distance of one hundred fifty (150) feet, more or less, to the Northwest corner of a said Lot; thence along Walnut Avenue in an Easterly direction a distance of one hundred (100) feet to a point, said point being the Northeast corner of Lot No. 493, a distance of one hundred fifty (150) feet to an alley, said point being the Southeast corner of Lot No. 493; thence in a Westerly direction

along the said alley a distance of one hundred (100) feet to the place of beginning. Being Lots No. 492 and 493 in the Van Tassel Addition to the City of DuBois.

3. And index this writ:

Against DERWOOD G. PLYLER, JR., Defendant;

4. Amount as per judgment: \$138,624.03

Interest from 11/17/00 to
12/1/00: \$ 400.66

Costs to be added: \$ 1,040.00

TOTAL: \$140,064.69


JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff

Leave over margin

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION
No. 00 - 1114 - CD

BARBARA M. GORALCZYK,
Plaintiff

vs.

DERWOOD G. PLYLER, JR.,
Defendant

WRIT OF EXECUTION

COLAVECCHI
RYAN & COLAVECCHI

ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

NO. 1114 , 2000

RECEIVED WRIT THIS _____ DAY

OF _____ A.D. 2000

At _____ .M.

SHERIFF

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.

BARBARA M. GORALCZYK,
Plaintiff

=====

WRIT OF EXECUTION

=====

Vs.
DERWOOD G. PLYLER, JR.,
Defendant

EXECUTION DEBT \$138,624.03

INTEREST FROM
11/17/00 - 12/1/00 400.66

PROTHONOTARY 20.00

USE ATTORNEY _____

USE PLAINTIFF _____

ATTORNEY'S COMM. _____

SATISFACTION _____

SHERIFF 1,040.00

=====

\$140,064.69

=====

PAID PROTHONOTARY 130.50

=====

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA


JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

BARBARA M. GORALCZYK,

Plaintiff : No. 00 - 1114 - CD

Vs.

DERWOOD G. PLYLER, JR.,

Defendant :

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF CLEARFIELD :

TO: SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against DERWOOD G. PLYLER, JR., Defendant:

(1) You are directed to levy upon the property of Defendant, DERWOOD G. PLYLER, JR., set forth below and to sell his interest therein:

ALL those certain pieces or parcels of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, being known as Lots No. 492 and 493, in the Van Tassel Addition to DuBois, bounded and described as follows:

BEGINNING at a point at the Southwest corner of Lot No. 492; thence in a Northerly direction along Ninth Street a distance of one hundred fifty (150) feet, more or less, to the Northwest corner of a said Lot; thence along Walnut Avenue in an Easterly

direction a distance of one hundred (100) feet to a point, said point being the Northeast corner of Lot No. 493, a distance of one hundred fifty (150) feet to an alley, said point being the Southeast corner of Lot No. 493; thence in a Westerly direction along the said alley a distance of one hundred (100) feet to the place of beginning. Being Lots No. 492 and 493 in the Van Tassel Addition to the City of DuBois.

Amount Due: \$138,624.03

Interest: \$ 400.66

Costs to be Added: \$ 1,040.00

Total: \$140,064.69

Paid to Prothonotary 130.50



PROTHONOTARY

BY: _____
DEPUTY

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

BARBARA M. GORALCZYK, :
Plaintiff : No. 00 - 1114 - CD
:
Vs. :
:
DERWOOD G. PLYLER, JR., :
Defendant :

WRIT OF EXECUTION

NOTICE

THIS PAPER IS A WRIT OF EXECUTION. It has been issued because there is a judgment against you. It may cause your property to be taken or held to pay the judgment. You may have legal rights to prevent your property from being taken. A Lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:

- (1) Fill out the attached claim form and demand for a prompt Hearing.

(2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to Court ready to explain your exemption. If you do not come to Court and prove your exemption, you may lose some of your property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE HE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
Second and Market Streets
Clearfield, PA 16830

814/765-2641 Ex. 50-51

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS :
:

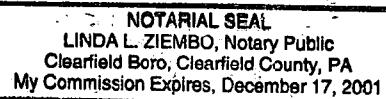
Joseph Colavecchi, Esquire, being duly sworn according to law, deposes and says that to the best of his knowledge, information and belief, the last known address of Defendant is:

Derwood G. Plyler, Jr.
22 A Cedar Lane
Highland Park, NJ 08904


JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff

Sworn to and subscribed before me
this 1 day of December, 2000.

Linda L. Ziembo



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

BARBARA M. GORALCZYK, :
Plaintiff : No. 00 - 1114 - CD
:
Vs. :
:
DERWOOD G. PLYLER, JR., :
Defendant :

NOTICE OF SHERIFF'S SALE

By virtue of a Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, in pursuance to a judgment obtained to Number 00-1114-CD, will be exposed to public sale at the Clearfield County Courthouse in Clearfield, Pennsylvania, on the _____ day of _____, 200____, at _____ o'clock _____.M., the following described property of Defendant:

ALL those certain pieces or parcels of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, being known as Lots No. 492 and 493, in the Van Tassel Addition to DuBois, bounded and described as follows:

BEGINNING at a point at the Southwest corner of Lot No. 492; thence in a Northerly direction along Ninth Street a distance of one hundred fifty (150) feet, more or less, to the Northwest corner of a said Lot; thence along Walnut Avenue in an Easterly direction a distance of one hundred (100) feet to a point, said point being the Northeast corner of Lot No. 493, a distance of one

hundred fifty (150) feet to an alley, said point being the Southeast corner of Lot No. 493; thence in a Westerly direction along the said alley a distance of one hundred (100) feet to the place of beginning. Being Lots No. 492 and 493 in the Van Tassel Addition to the City of DuBois.

CHESTER HAWKINS, SHERIFF

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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

BARBARA M. GORALCZYK, :
Plaintiff : No. 00 - 1114 - CD
:
Vs. :
:
DERWOOD G. PLYLER, JR., :
Defendant :

CLAIM FOR EXEMPTION

TO: CLEARFIELD COUNTY COURTHOUSE

I, the above-named Defendant, claim exemption of property from
levy or attachment:

(1) From my personal property in my possession which has been
levied upon,

(a) I desire that my \$300.00 statutory exemption be:

_____ (i) set aside in kind (specify property
to be set aside in kind):

_____ (ii) paid in cash following the sale of the
property to be levied upon; or

(b) I claim the following exemption (specify property
and basis of exemption):

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) My \$300.00 statutory exemption: _____ Cash; _____ in kind (specify property): _____;

(b) Social Security Benefits on deposit in the amount of \$_____;

(c) Other (specify amount and basis of exemption): _____

(Address)

(Telephone Number)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.

DATE

DERWOOD G. PLYLER, JR.,
DEFENDANT

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE
COUNTY SHERIFF, CLEARFIELD COUNTY COURTHOUSE,
CLEARFIELD, PENNSYLVANIA

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

BARBARA M. GORALCZYK,

Plaintiff : No. 00 - 1114 - CD

Vs.

DERWOOD G. PLYLER, JR.,

Defendant :

CLAIM FOR EXEMPTION

TO: CLEARFIELD COUNTY COURTHOUSE

I, the above-named Defendant, claim exemption of property from
levy or attachment:

(1) From my personal property in my possession which has been
levied upon,

(a) I desire that my \$300.00 statutory exemption be:

_____ (i) set aside in kind (specify property
to be set aside in kind):

_____ (ii) paid in cash following the sale of the
property to be levied upon; or

(b) I claim the following exemption (specify property
and basis of exemption):

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) My \$300.00 statutory exemption: _____ Cash; _____ in kind (specify property): _____;

(b) Social Security Benefits on deposit in the amount of \$_____;

(c) Other (specify amount and basis of exemption): _____

(Address)

(Telephone Number)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.

DATE

DERWOOD G. PLYLER, JR.,
DEFENDANT

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE
COUNTY SHERIFF, CLEARFIELD COUNTY COURTHOUSE,
CLEARFIELD, PENNSYLVANIA

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

BARBARA M. GORALCZYK, :
Plaintiff : No. 00 - 1114 - CD
:
Vs. :
:
DERWOOD G. PLYLER, JR., :
Defendant :
:

VERIFICATION PURSUANT TO RULE
3129.1

Joseph Colavecchi, attorney for Plaintiff in the above action, being authorized to do so, sets forth as of the date of the Praeclipe for the Writ of Execution was filed, the following information concerning the real property located in Clearfield County, Pennsylvania.

1. Name and address of Owner(s) or Reputed Owner(s) :

NAME: ADDRESS:
Derwood G. Plyler, Jr. 22 A Cedar Lane
Highland Park, NJ 08904

2. Name and address of Defendant(s) in the Judgment:

NAME: ADDRESS:
Derwood G. Plyler, Jr. 22 A Cedar Lane
Highland Park, NJ 08904

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

NAME: ADDRESS:

Barbara M. Goralczyk 14 Elmer Avenue
Bernardsville, NJ 07924

4. Name and address of the last recorded holder of every mortgage of record:

NAME: ADDRESS:

Barbara M. Goralczyk 14 Elmer Avenue
Bernardsville, NJ 07924

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

NAME: ADDRESS:

None

6. Name and address of every other person or who has a record interest in the property and whose interest may be affected by the sale:

NAME: ADDRESS:

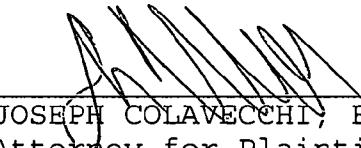
None

I certify that the statements made in this Verification are true and correct to the best of my knowledge, information and

belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsifications to authorities.

12/1/00
~~12/1/00~~

DATE


JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

—Lap over margin—

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.

CIVIL DIVISION

No. 00 - 1114 - CD

BARBARA M. GORALCZYK, Plaintiff

vs.

DERWOOD G. PLYLER, JR., Defendant

AFFIDAVIT OF SERVICE

FILED

FER 01 2001

WILLIAM A. S. MC
FARLAND, JR.
RYAN & COLAVECCHI

COLAVECCHI
RYAN & COLAVECCHI
ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BARBARA M. GORALCZYK,
Plaintiff
Vs.

DERWOOD G. PLYLER, JR.,
Defendant

CIVIL DIVISION
No. 00 - 1114 - CD

AFFIDAVIT OF SERVICE

Filed on Behalf of:

Plaintiff, BARBARA GORALCZYK

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

FILED

FEB 01 2001

William A. Shaw
Prothonotary

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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

BARBARA M. GORALCZYK, :
Plaintiff : No. 00 - 1114 - CD
:
Vs. :
:
DERWOOD G. PLYLER, JR., :
Defendant :

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared Joseph Colavecchi, Esquire, of 221 East Market Street, Clearfield, Pennsylvania, who, being duly sworn according to law, deposes and says that the following statements are true and correct to the best of his knowledge, information and belief:

1. The purpose of this Affidavit is to prove that notice of the Sheriff's Sale in the above-captioned case which is being held on the morning of February 2, 2001, at 10:00 a.m., has been received by Derwood G. Plyler, Jr., the Defendant.

2. Attached is a copy of the letter dated January 11, 2001, addressed to Barbara Goralczyk, Plaintiff in this case from Derwood G. Plyler, Jr. This is marked as Exhibit "A". Said letter clearly indicates that he received notice of the Sheriff's Sale and in said

letter, states that his mother who resides at the property had been visited by the Sheriff.

3. Said letter further indicates that his mother received foreclosure sale papers scheduling the Sheriff's Sale on the property.

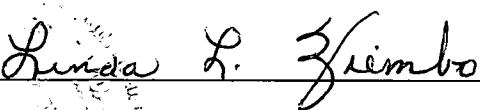
4. Also attached is a copy of a letter dated January 15, 2001, to Derwood G. Plyler, Jr., at his last known address since he deliberately did not give a return address, advising him that the payment had to be made in full of the amount of the mortgage, plus costs. This is attached as Exhibit "B".

5. Once again, the purpose of this Affidavit is to show on the record that Derwood G. Plyler, Jr., had notice of the Sheriff's Sale scheduled for February 2, 2001, at 10:00 a.m.



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff

Sworn to and subscribed before
me this 1st day of February 2001.



NOTARIAL SEAL
LINDA L. ZIEMBO, Notary Public
Clearfield Boro, Clearfield County, PA
My Commission Expires, December 17, 2001

January 11, 2001

Barbara:

I can only apologize for the time that has passed without my contacting you.

I am sorry that you have had to foreclose on the mortgage to get some of your loan to me back.

I only became aware of the foreclosure possibility when my mother told me a sheriff had visited her Xmas week.

I have been striving diligently to repair the house and keep the taxes up to date, and, as you well know, have not been able to pay you, at all.

Until about October 15th, I spent much time and most of my available money to support my mother's medical condition.

I did not receive pay from OSI in 2000, which nearly crushed me, since our team continued to work until April. Then, in March, when the money came in from projects that my team and I sold and worked, my supposed partner used it for other purposes to keep himself solvent and moved the company into bankruptcy.

I had to borrow money to survive. But, JJ, Chris, KJ and I, from the old OSI team, hung together. We were able to convince the OSI clients to continue to deal with us. And ultimately, we struck an agreement with another two partners in Philadelphia to begin a new company based on OSI's old clients and our team. We now have 8 clients and are working on a massive project for a big mortgage company in south Jersey, which is why I started staying back here in October.

As OSI was being bankrupted, I received much correspondence threatening to seize my assets....most of it from creditors of OSI that my team and I never knew existed. All of the team had some interest in OSI, so the various lawyers told us all to keep our heads down until we were notified that the OSI Bankruptcy was done. JJ and Chris received letters recently, that it will be finalized in January. The road to hell is paved with good intentions, but I really planned to contact you and come to see you as soon as the team felt we were in the clear from OSI creditors.

My mother was admitted to the hospital on Xmas eve (not too serious, and not meant to be a whine) and when I went there the following week, she mentioned the sheriff. I thought it was probably from the OSI bankruptcy, not you. I have never seen a notice regarding this, or even heard about it. Not that you are not justified in this action, not hearing from me for a year. If we end up making contact, I would ask if you ever sent anything to the PA address? I am just wondering. I have stayed there quite a bit over the course of the last year. But, as we started the new company in October, I began staying more and more in NJ again. My mother says she never saw anything either.

Needless to say, my mom is in a panic about the foreclosure sale papers she received today. I told her I would write you this letter, and get it mailed tonight, that I would let you know what I have been doing and see if anything can be worked out. But, I have also told her to be prepared to be moved out, that business is business, and money is money, and you have waited a long, long time for me to get on my feet.

Let me know if there is an opportunity to work this out. If not, I guess I need to go to an attorney and get advice. But, in case there is room, until I really get the new company going again, I will not be able to pay a lot. But, maybe I can work something out with my mother's pension and social security and my income pitching in.

My mother's situation is that she has congestive heart failure and was hospitalized about 8 times between January and July of 2000. I spent weeks trying to work with her and the doctors to isolate some problems, which turned out to be narcotics and "nerve" pills that they were prescribing. She was doing really well, off of the drugs, until Xmas and had not been in the hospital since July. Now we are evaluating the meds again.

Exhibit

"A"

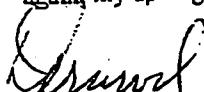
Given these last two paragraphs, I am leading up to the point that my mother keeps insisting that she wants to live in the house, yet the time is coming where she cannot be left alone. If she goes to assisted living in her area, all of her income, plus part of mine will go for that. So, she could spend some of her income to stay in the house, at least for awhile, if that is an option. Maybe there is a way to buy some time for her. Then again, she is 82 and might go on for another 10 years.

I am sincerely sorry it has come to this, and I know I am the one at fault for not contacting you, but there was no way with maintaining the house and to pay you as well. Whatever comes, I have valued your friendship and patience over the years. I am sorry that I became a dead beat. But, I have used every dollar I had to maintain the house and its taxes and my mother, while I have persevered to get back up to speed, and earn money again. I have opportunities to earn a significant income again, if time has not run out for me, with your debt.

I have an e-mail address: dplyler@doxentric.com and a company cell phone: 732.773.7174 if you want to contact me.

I will mail this tomorrow, give it time to reach you and then try to call you as soon as I can, early next week, Monday or Tuesday.

You were there for me, and I have not been able to live up to my end of the bargain. So, whatever comes, comes. I am trying to focus on keeping my mom pumped up and healthy first, and on the house second. So again, my apologies.


Derwood

LAW OFFICES
COLAVECCHI RYAN & COLAVECCHI

JOSEPH COLAVECCHI
JOHN R RYAN
PAUL COLAVECCHI

221 EAST MARKET STREET
(Across from Courthouse)
P.O. BOX 131
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-1566

FAX
(814) 765-4570

January 15, 2001

Derwood Plyler
934 Walnut Avenue
DuBois, PA 15801

In Re: Goralczyk vs. Plyler

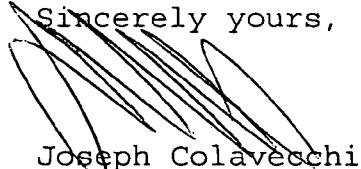
Dear Mr. Plyler:

This is in reference to your letter dated January 11, 2001 addressed to my client, Barbara Goralczyk.

As you know, the property will be sold at Sheriff's Sale on February 2, 2001, said sale to be held at the Clearfield County Courthouse at the office of the Clearfield County Sheriff at 10:00 a.m.

The only type of arrangement we can make is for you to pay in cash the full amount that is due as of the date of payment.

If you are not planning on paying off the total amount, plus interest and costs, I respectfully suggest that you arrange to have your mother moved from the property prior to February 2, 2001.

Sincerely yours,

Joseph Colavecchi

JC:lz

cc: Barbara Goralczyk

Exhibit

"B"

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10470

GORALCZYK, BARBARA M.

1114-2000-CD

VS.

PLYLER, DERWOOD G., JR. EX

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JANUARY 11, 2001, AT 10:30 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, FEBRUARY 2, 2001, AT 10:00 AM.

NOW, JANUARY 12, 2001, MAILED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY TO DERWOOD G. PLYLER, JR., AT 22 A CEDAR LANE, HIGHLAND PARK, NEW JERSEY, 08904, BY REGULAR AND CERTIFIED MAIL.

NOW, FEBRUARY 1, 2001, RECEIVED CERTIFIED MAIL #7000 0600 0023 2701 16 BACK AS UNCLAIMED.

NOW, FEBRUARY 2, 2001, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR ONE DOLLAR (\$1.00) PLUS COSTS.

NOW, FEBRUARY 16, 2001, RETURN THE WRIT AS A SALE BEING HELD, PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR ONE DOLLAR (\$1.00) PLUS COSTS. PAID COSTS FROM ADVANCE, MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY, DEED WAS FILED THIS DATE.

SHERIFF HAWKINS \$189.13

SURCHARGE 20.00

PAID BY ATTORNEY

FILED

FEB 16 2001

6/2:30 (ans)

William A. Shaw P.P.

Prothonotary 5-1

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10470

GORALCZYK, BARBARA M.

1114-2000-CD

VS.

PLYLER, DERWOOD G., JR. EX

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

Sworn to Before Me This

So Answers,

16 Day Of Feb 2001
Carl

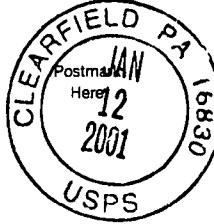
WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co. Clearfield, PA.

Chester Hawkins
by Margaret H. Pitt
Chester A. Hawkins
Sheriff

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$1.37



Name (Please Print Clearly) (to be completed by mailer)
DERWOOD G. PLYLER, JR.

Street, Apt. No.; or P.O. Box No.

22 A Cedar Lane

City, State, ZIP+4

Highland Park, NJ 08904

PS Form 3800, July 1999

See Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE
TO THE RIGHT OF RETURN ADDRESS.
FOLD AT DOTTED LINE

CERTIFIED MAIL



7000 0600 0023 2701 1649

**CHESTER A. HAWKINS
SHERIFF**

COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

DERWOOD G. PLYLER, JR.

22 A Cedar Lane

Highland Park, NJ 08904

UNCLAR
JAN 20 2001
30 2001

COPY

REAL ESTATE SALE

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW FEBRUARY 5, 2001 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 2nd day of FEBRUARY 2001, I exposed the within described real estate of DERWOOD G. PLYLER, JR.

to public venue or outcry at which time and place I sold the same to BARBARA M. GORALCZYK he being the highest bidder, for the sum of \$ 1.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

	\$
RDR	15.00
SERVICE	15.00
MILEAGE	9.88
LEVY	15.00
MILEAGE	9.88
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.41
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID	1.00
RETURNS/DEPUTIZE	
COPIES	5.00
TOTAL SHERIFF COSTS	\$ 189.13

DEED COSTS:

REG & REC	15.50
ACKNOWLEDGMENT	5.00

TRANSFER TAX 2% -----

TOTAL DEED COSTS \$ 20.50

DEBT & INTEREST:

AMOUNT DUE	\$ 138,624.03
INTEREST: FROM 11-17-00 - 12-1-00	400.66

TOTAL	\$
-------	----

COSTS:

ATTORNEY FEES	
PRO SATISFACTION	
ADVERTISING	\$ 397.44
LATE CHARGE & FEES	
TAXES-Collector	
TAXES-Tax Claim	
COSTS OF SUIT-TO BE ADDED	\$
LIST OF LIENS	\$ 100.00
MORTGAGE SEARCH	\$ 35.00
ACKNOWLEDGMENT	\$
COST	\$ 130.50
ATTORNEY COMMISSION	
SHERIFF COSTS	\$ 189.13
LEGAL JOURNAL	\$ 72.00
REFUND OF ADVANCE	\$
REFUND OF SURCHARGE	\$
PROTHONOTARY	\$ 20.00 ✓
SHERIFF	\$ 1,040.00 ✓
DEED COSTS	\$ 20.50

TOTAL COSTS	\$ 944.57
-------------	-----------

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

COLAVECCHI RYAN & COLAVECCHI

ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830
814-765-1566

CERTIFIED TRUE AND CORRECT COPY

Joseph Colavecchi

ATTORNEYS FOR PLAINTIFF

NO. 1114 , 2000

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.

RECEIVED WRIT THIS 5th DAY

of December A.D. 2000

At 9:00 A. M.

Chester A. Waulins
SHERIFF
by Maryann H. Pelt

BARBARA M. GORALCZYK,
Plaintiff

Vs.

DERWOOD G. PLYLER, JR.,
Defendant

=====

WRIT OF EXECUTION

=====

EXECUTION DEBT \$138,624.03

INTEREST FROM
11/17/00 - 12/1/00 400.66

PROTHONOTARY 20.00

USE ATTORNEY

USE PLAINTIFF

ATTORNEY'S COMM.

SATISFACTION

SHERIFF 1,040.00

=====

\$140,064.69

PAID PROTHONOTARY 130.50

=====

JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff

=====



LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

BARBARA M. GORALCZYK, :
Plaintiff : No. 00 - 1114 - CD
:
Vs. :
:
DERWOOD G. PLYLER, JR., :
Defendant :

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

TO: SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against DERWOOD G.

PLYLER, JR., Defendant:

(1) You are directed to levy upon the property of Defendant,
DERWOOD G. PLYLER, JR., set forth below and to sell his interest
therein:

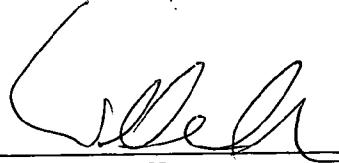
ALL those certain pieces or parcels of land situate,
lying and being in Sandy Township, Clearfield County, Pennsylvania,
being known as Lots No. 492 and 493, in the Van Tassel Addition to
DuBois, bounded and described as follows:

BEGINNING at a point at the Southwest corner of Lot No.
492; thence in a Northerly direction along Ninth Street a distance
of one hundred fifty (150) feet, more or less, to the Northwest
corner of a said Lot; thence along Walnut Avenue in an Easterly

direction a distance of one hundred (100) feet to a point, said point being the Northeast corner of Lot No. 493, a distance of one hundred fifty (150) feet to an alley, said point being the Southeast corner of Lot No. 493; thence in a Westerly direction along the said alley a distance of one hundred (100) feet to the place of beginning. Being Lots No. 492 and 493 in the Van Tassel Addition to the City of DuBois.

Amount Due:	\$138,624.03
Interest:	\$ 400.66
Costs to be Added:	\$ 1,040.00
<hr/>	
PAID TO PROTHONOTARY 130.50	
Total:	\$140,064.69

RECEIVED DEC 5 2000
@ 9:00 AM
Chester A. Hawkins
by Margaret N. Butt


PROTHONOTARY

BY: _____
DEPUTY

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

BARBARA M. GORALCZYK, Plaintiff : No. 00 - 1114 - CD
Vs. :
DERWOOD G. PLYLER, JR., Defendant :

WRIT OF EXECUTION

NOTICE

THIS PAPER IS A WRIT OF EXECUTION. It has been issued because there is a judgment against you. It may cause your property to be taken or held to pay the judgment. You may have legal rights to prevent your property from being taken. A Lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:

- (1) Fill out the attached claim form and demand for a prompt Hearing.

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

(2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to Court ready to explain your exemption. If you do not come to Court and prove your exemption, you may lose some of your property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE HE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
Second and Market Streets
Clearfield, PA 16830

814/765-2641 Ex. 50-51

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS :
:

Joseph Colavecchi, Esquire, being duly sworn according to law, deposes and says that to the best of his knowledge, information and belief, the last known address of Defendant is:

Derwood G. Plyler, Jr.
22 A Cedar Lane
Highland Park, NJ 08904



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff

Sworn to and subscribed before me
this 1 day of December, 2000.

Linda L. Ziembo

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

NOTARIAL SEAL
LINDA L. ZIEMBO, Notary Public
Clearfield Boro, Clearfield County, PA
My Commission Expires, December 17, 2001

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

BARBARA M. GORALCZYK, :
Plaintiff : No. 00 - 1114 - CD
:
Vs. :
:
DERWOOD G. PLYLER, JR., :
Defendant :

NOTICE OF SHERIFF'S SALE

By virtue of a Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, in pursuance to a judgment obtained to Number 00-1114-CD, will be exposed to public sale at the Clearfield County Courthouse in Clearfield, Pennsylvania, on the 2ND day of FEBRUARY, 2001, at 10:00 o'clock A.M., the following described property of Defendant:

ALL those certain pieces or parcels of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, being known as Lots No. 492 and 493, in the Van Tassel Addition to DuBois, bounded and described as follows:

BEGINNING at a point at the Southwest corner of Lot No. 492; thence in a Northerly direction along Ninth Street a distance of one hundred fifty (150) feet, more or less, to the Northwest corner of a said Lot; thence along Walnut Avenue in an Easterly direction a distance of one hundred (100) feet to a point, said point being the Northeast corner of Lot No. 493, a distance of one

hundred fifty (150) feet to an alley, said point being the Southeast corner of Lot No. 493; thence in a Westerly direction along the said alley a distance of one hundred (100) feet to the place of beginning. Being Lots No. 492 and 493 in the Van Tassel Addition to the City of DuBois.

Chester B. Hawkins
CHESTER HAWKINS, SHERIFF
by Margaret H. Pott

SEIZED, taken in execution to be sold as the property of DERWOOD G. PLYLER, JR at the suit of BARBARA M. GORALCZYK. JUDGMENT NO. 00-1114-CD.

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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

BARBARA M. GORALCZYK,	Plaintiff	:	No. 00 - 1114 - CD
		:	
		:	
VS.		:	
		:	
		:	
DERWOOD G. PLYLER, JR.,	Defendant	:	
		:	
		:	

CLAIM FOR EXEMPTION

TO: CLEARFIELD COUNTY COURTHOUSE

I, the above-named Defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,

(a) I desire that my \$300.00 statutory exemption be:

(i) set aside in kind (specify property to be set aside in kind):

(ii) paid in cash following the sale of the property to be levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) My \$300.00 statutory exemption: _____ Cash; _____ in kind (specify property): _____;

(b) Social Security Benefits on deposit in the amount of \$ _____;

(c) Other (specify amount and basis of exemption): _____

(Address)

(Telephone Number)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.

DATE

DERWOOD G. PLYLER, JR.,
DEFENDANT

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE
COUNTY SHERIFF, CLEARFIELD COUNTY COURTHOUSE,
CLEARFIELD, PENNSYLVANIA

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

BARBARA M. GORALCZYK, :
Plaintiff : No. 00 - 1114 - CD
:
Vs. :
:
DERWOOD G. PLYLER, JR., :
Defendant :

CLAIM FOR EXEMPTION

TO: CLEARFIELD COUNTY COURTHOUSE

I, the above-named Defendant, claim exemption of property from
levy or attachment:

(1) From my personal property in my possession which has been
levied upon,

(a) I desire that my \$300.00 statutory exemption be:

_____ (i) set aside in kind (specify property
to be set aside in kind):

_____ (ii) paid in cash following the sale of the
property to be levied upon; or

(b) I claim the following exemption (specify property
and basis of exemption):

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) My \$300.00 statutory exemption: _____ Cash; _____ in kind (specify property): _____;

(b) Social Security Benefits on deposit in the amount of \$ _____;

(c) Other (specify amount and basis of exemption): _____

(Address)

(Telephone Number)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.

DATE

DERWOOD G. PLYLER, JR.,
DEFENDANT

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE
COUNTY SHERIFF, CLEARFIELD COUNTY COURTHOUSE,
CLEARFIELD, PENNSYLVANIA

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

BARBARA M. GORALCZYK, :
Plaintiff : No. 00 - 1114 - CD
:
Vs. :
:
DERWOOD G. PLYLER, JR., :
Defendant :

VERIFICATION PURSUANT TO RULE
3129.1

Joseph Colavecchi, attorney for Plaintiff in the above action, being authorized to do so, sets forth as of the date of the Praeclipe for the Writ of Execution was filed, the following information concerning the real property located in Clearfield County, Pennsylvania.

1. Name and address of Owner(s) or Reputed Owner(s):

NAME:	ADDRESS:
Derwood G. Plyler, Jr.	22 A Cedar Lane Highland Park, NJ 08904

2. Name and address of Defendant(s) in the Judgment:

NAME:	ADDRESS:
Derwood G. Plyler, Jr.	22 A Cedar Lane Highland Park, NJ 08904

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

NAME:

ADDRESS:

Barbara M. Goralczyk

14 Elmer Avenue
Bernardsville, NJ 07924

4. Name and address of the last recorded holder of every mortgage of record:

NAME:

ADDRESS:

Barbara M. Goralczyk

14 Elmer Avenue
Bernardsville, NJ 07924

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

NAME:

ADDRESS:

None

6. Name and address of every other person or who has a record interest in the property and whose interest may be affected by the sale:

NAME:

ADDRESS:

None

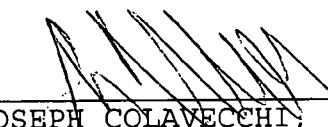
I certify that the statements made in this Verification are true and correct to the best of my knowledge, information and

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsifications to authorities.

15/1/80
~~1/15/80~~

DATE


JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

8
Lap over margin

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION

No. 00 - 1114 - CD

BARBARA M. GORALCZYK, Plaintiff

vs.

DERWOOD G. PLYLER, JR., Defendant

PETITION TO FIX FAIR VALUE
ON REAL PROPERTY

FILED 3cc
JUL 16 2001
William A. Shaw
Prothonotary
APX

COLAVECCHI
RYAN & COLAVECCHI

ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BARBARA M. GORALCZYK,
Plaintiff
Vs.

DERWOOD G. PLYLER, JR.,
Defendant

CIVIL DIVISION

No. 00 - 1114 - CD

PETITION TO FIX FAIR VALUE ON
REAL PROPERTY

Filed on Behalf of:

Plaintiff, BARBARA GORALCZYK

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

JUL 12 2001

Attest:

William A. Shaw
Prothonotary

FILED

JUL 12 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

BARBARA M. GORALCZYK, Plaintiff : No. 00 - 1114 - CD
vs. :
DERWOOD G. PLYLER, JR., Defendant :
:

PETITION TO FIX FAIR VALUE OF REAL PROPERTY

The Petition of Barbara M. Goralczyk, Plaintiff in the above-captioned case, through her Attorney, Joseph Colavecchi, Esquire, files this Petition and respectfully represents:

1. That she is Plaintiff in this action and that Judgment was entered in her favor for the sum of One Hundred Thirty-eight Thousand Six Hundred Twenty-four Dollars and Three Cents (\$138,624.03) on November 20, 2000.
2. On February 2, 2001, Plaintiff by Execution on the aforesaid Judgment through a Sheriff's Sale held by the office of the Clearfield County Sheriff, caused the sale of premises described in Schedule "A" attached hereto.
3. On the date of sale, principal and interest on the said Judgment amounted to Four Hundred Dollars and Sixty-six Cents (\$400.66), and costs to the Plaintiff amounted to Nine Hundred Forty-four Dollars and Fifty-seven Cents (\$944.57).

4. The Plaintiff, through her Attorney, was the purchaser at said sale of said premises for the amount of One Dollar (\$1.00), plus costs.

5. The following person is the only person known to Plaintiff who may be directly or indirectly liable to them for the payment of Judgment debt:

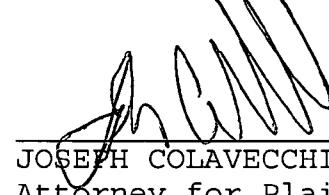
Derwood G. Plyler, Jr.

6. The market value of the aforesaid property for the year 2001 as disclosed by the assessment records in the office of the Clearfield County Tax Assessor is:

House and Two Lots	\$49,100.00
--------------------	-------------

7. The property was appraised on February 6, 2001, by Robert J. Fleck, G.R.I., setting the fair market value. A copy of said appraisement is listed as Exhibit "B". The appraised value is Fifty-nine Thousand Five Hundred (\$59,500.00) Dollars.

WHEREFORE, Petitioner requests that the fair market value of the property be fixed at Fifty-nine Thousand Five Hundred (\$59,500.00) Dollars.



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

VS.
PLYLER, DERWOOD G., JR. EX

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JANUARY 11, 2001, AT 10:30 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, FEBRUARY 2, 2001, AT 10:00 AM.

NOW, JANUARY 12, 2001, MAILED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY TO DERWOOD G. PLYLER, JR., AT 22 A CEDAR LANE, HIGHLAND PARK, NEW JERSEY, 08904, BY REGULAR AND CERTIFIED MAIL.

NOW, FEBRUARY 1, 2001, RECEIVED CERTIFIED MAIL #7000 0600 0023 2701 16 BACK AS UNCLAIMED.

NOW, FEBRUARY 2, 2001, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR ONE DOLLAR (\$1.00) PLUS COSTS.

NOW, FEBRUARY 16, 2001, RETURN THE WRIT AS A SALE BEING HELD, PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR ONE DOLLAR(\$1.00) PLUS COSTS. PAID COSTS FROM ADVANCE, MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY, DEED WAS FILED THIS DATE.

SHERIFF HAWKINS \$189.13
SURCHARGE 20.00
PAID BY ATTORNEY

COPY

In The Court of Common Pleas of Clearfield County, Pennsylvania

GORALCZYK, BARBARA M.

Sheriff Docket # 10470

1114-2000-CD

VS.

PLYLER, DERWOOD G., JR. EX

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

Sworn to Before Me This

So Answers,

____ Day Of _____ 2001

Chester Hawkins
by Margaret N. Pott
Chester A. Hawkins
Sheriff

COPY

**U.S. Postal Service
CERTIFIED MAIL RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$1.37



Name (Please Print Clearly) (to be completed by mailer)

DERWOOD G. PLYLER, JR.

Street, Apt. No., or PO Box No.

22 A Cedar Lane

City, State, ZIP+4

Highland Park, NJ 08904

PS Form 3800, July 1999

See Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE
TO THE RIGHT OF RETURN ADDRESS.
FOLD AT DOTTED LINE

CERTIFIED MAIL

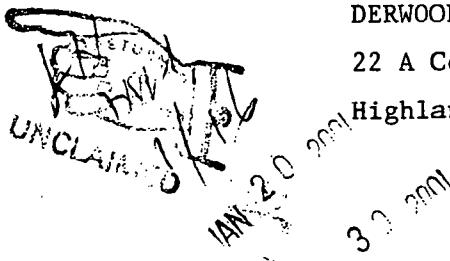


7000 0600 0023 2701 1649

DERWOOD G. PLYLER, JR.

22 A Cedar Lane

Highland Park, NJ 08904



COPY

REAL ESTATE SALE

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

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to public venue or outcry at which time and place I sold the same to BARBARA M. GORALCZYK he being the highest bidder, for the sum of \$ 1.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

	\$
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REG & REC	15.50
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TRANSFER TAX 2% -----

TOTAL DEED COSTS \$ 20.50

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PRO SATISFACTION	
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TOTAL COSTS \$ 944.57

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UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN (10) TEN DAYS FROM THIS DATE.

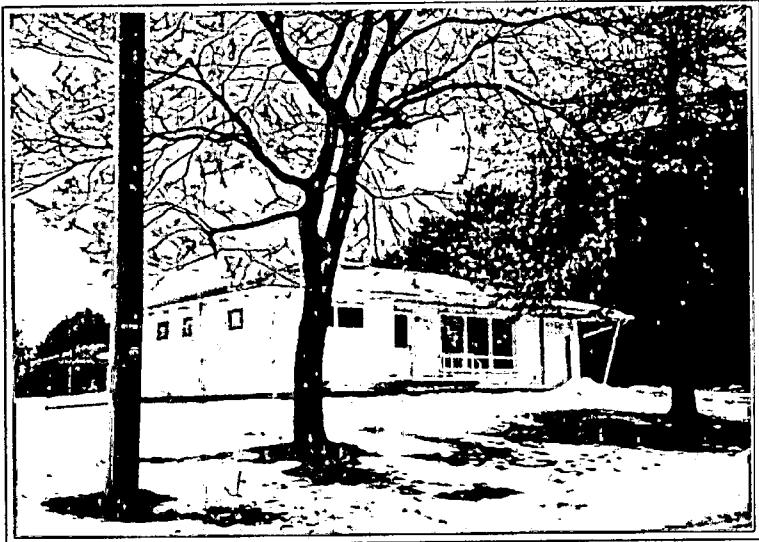
CHESTER A. HAWKINS, SHERIFF

COPY

Bomar Real Estate Appraisal Services

File No. C-CORALYCZYK

APPRAISAL OF



SINGLE FAMILY RESIDENCE

LOCATED AT:

934 Walnut Avenue
DuBois, PA 15801

FOR:

Colavecchi Ryan & Colavecchi
221 E. Market Street
Clearfield, PA 16830

AS OF:

February 6, 2001

BY:

Robert J. Fleck, G.R.I.
GA-000574-L

Exhibit

"B"

Bomar Real Estate Appraisal Services

File No. C-GORALYCZYK

February 9, 2001

Joseph Colavecchi, Esq.
Colavecchi Ryan & Colavecchi
221 E. Market Street
Clearfield, PA 16830

File Number: C-GORALYCZYK

Dear Attorney Colavecchi:

In accordance with your request, I have personally inspected and appraised the real property at:

934 Walnut Avenue
DuBois, PA 15801

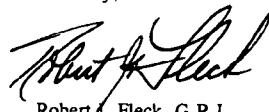
The purpose of this appraisal is to estimate the market value of the subject property, as improved. The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the estimated market value of the property as of February 6, 2001, is:

**Fifty-Nine Thousand Five Hundred Dollars
(\$59,500)**

The attached report contains the description, analysis and supportive data for the conclusions, final estimate of value, descriptive photographs, limiting conditions and appropriate certifications.

Sincerely,



Robert J. Fleck, G.R.I.

COMPLETE SUMMARY REPORT UNIFORM RESIDENTIAL APPRAISAL REPORT												File No. C-CORALYCZYK			
Property Description				City DuBois				State PA Zip Code 15801							
Legal Description Deed Book 739, Page 514								County Clearfield							
Assessor's Parcel No. 128-C4-423-7								Tax Year 2000 R.E. Taxes \$1,304.59 Special Assessments \$N/A							
Borrower N/A				Current Owner Derwood G. Plyler, Jr. Occupant: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant											
Property rights appraised <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold				Project Type <input type="checkbox"/> PUD <input type="checkbox"/> Condominium (HUD/VA Only) <input type="checkbox"/> HOAS								N/A/Mo.			
Neighborhood or Project Name Sandy Township				Map Reference N/A								Census Tract 3301			
Sale Price \$ N/A				Date of Sale N/A Description and \$ amount of loan charges/concessions to be paid by seller N/A											
Lender/Client Joseph Colavecchi, Esq.				Address 221 E. Market Street, Clearfield, PA 16830											
Appraiser Robert J. Fleck				Address R.D. #3, Box 75, DuBois, PA 15801											
Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural				Predominant occupancy <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant (0-5%)				Single family housing PRICE \$ (000)		Present land use % AGE (yr)		Land use change <input checked="" type="checkbox"/> Not likely <input type="checkbox"/> Likely			
Built up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%				<input type="checkbox"/> Stable <input checked="" type="checkbox"/> Slow				80 Low 10 2-4 family		One family 80 0		<input type="checkbox"/> In process			
Growth rate <input type="checkbox"/> Rapid <input type="checkbox"/> Stable <input checked="" type="checkbox"/> Slow				<input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining				300 High 50 Multi-family		2-4 family 0 0		To:			
Property values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining				Demand/supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In balance <input type="checkbox"/> Over supply				150 Vacant (0-5%) <input checked="" type="checkbox"/> Predominant <input type="checkbox"/> Commercial		Multi-family 0 0		Commercial 0 0			
Marketing time <input type="checkbox"/> Under 3 mos. <input checked="" type="checkbox"/> 3-6 mos. <input type="checkbox"/> Over 6 mos.				Address R.D. #3, Box 75, DuBois, PA 15801				Vacant (over 5%) 20							
Note: Race and the racial composition of the neighborhood are not appraisal factors.															
Neighborhood boundaries and characteristics: Neighborhood boundaries incorporate areas within the City of DuBois and surrounding Sandy Township which experience similar economic conditions.															
Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.): The subject is located in Sandy Township, just outside the City of DuBois. Most services and conveniences available to the City are also available to this area. Appeal for the neighborhood is enhanced by the larger sites in the area, the pride in ownership exhibited by property owners, and the closeness in proximity to schools, shopping, and employment.															
Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time - such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.): Courthouse records and MLS statistics, as well as sale/resale of properties in the area previously supported a 2% annual increase in property value with typical marketing time of properties being 3-6 months. However, interest rates have risen and the economic base of the area has recently become questionable due to the announcement of lost employment which will most likely adversely impact property value, marketing time and supply/demand.															
Project Information for PUDs (if applicable) - Is the developer/builder in control of the Home Owners' Association (HOA)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO															
Approximate total number of units in the subject project _____ Approximate total number of units for sale in the subject project _____															
Describe common elements and recreational facilities:															
Dimensions 100 X 150				Corner Lot <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				Topography Basically level							
Site area 15000 Sq.Ft.				Zoning classification and description Residential-1				Size Typical for area							
Zoning compliance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (Grandfathered use) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning				Utilities Public Other				Shape Rectangular							
Highest & best use as improved: <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other use (explain)				Off-site improvements Type				Drainage Appears adequate							
Electricity <input checked="" type="checkbox"/>				Street Asphalt Paving <input checked="" type="checkbox"/> <input type="checkbox"/>				View Nothing adverse							
Gas <input checked="" type="checkbox"/>				Curb/gutter None <input type="checkbox"/>				Landscaping Typical							
Water <input checked="" type="checkbox"/>				Sidewalk Concrete (Service) <input type="checkbox"/> <input checked="" type="checkbox"/>				Driveway Surface Asphalt paving <input type="checkbox"/>							
Sanitary sewer <input checked="" type="checkbox"/>				Street lights <input type="checkbox"/> <input checked="" type="checkbox"/>				Apparent easements None apparent <input type="checkbox"/>							
Storm sewer <input type="checkbox"/> N/A				Alley Paper <input type="checkbox"/> <input checked="" type="checkbox"/>				FEMA Special Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning, use, etc.): There are no adverse easements nor encroachments visible to the appraiser.				FEMA Zone X Map Date 9/6/89				FEMA Map No. 421191 0025 B							
GENERAL DESCRIPTION															
No. of Units One				EXTERIOR DESCRIPTION				FOUNDATION				BASEMENT		INSULATION	
No. of Stories One				Foundation Conc. Blk.				Slab None				Area Sq.Ft. 953		Roof <input type="checkbox"/>	
Type (Det./Att.) Detached				Exterior Walls Alum. Sdg.				Crawl Space None				% Finished 0%		Ceiling <input checked="" type="checkbox"/>	
Design (Style) Ranch				Roof Surface Asph. Shg.				Basement Full				Walls Conc. Blk.		Walls <input type="checkbox"/>	
Existing/Proposed Existing				Gutters & Dwnspns. Aluminum				Sump Pump None				Floor Concrete		Floor <input type="checkbox"/>	
Age (Yrs.) 40+/-				Window Type Casement				Dampness None noted				Outside Entry None		None <input type="checkbox"/>	
Effective Age (Yrs.) 14				Storm/Screens X/X				Settlement None noted							
Manufactured House No				Insulation None noted											
ROOMS															
Basement Foyer Living Dining Kitchen Den Family Rm. Rec. Rm. Bedrooms # Baths Laundry Other Area Sq.Ft.															
Level 1 X X X 2 1 953															
Level 2															
DESCRIPTION OF IMPROVEMENTS															
Finished area above grade contains: 5 Rooms: 2 Bedroom(s): 1 Bath(s): 953 Square Feet of Gross Living Area															
INTERIOR Materials/Condition				HEATING Type				KITCHEN EQUIP.				ATTIC		AMENITIES	
Floors Carpet A-F				Furnace				Refrigerator <input type="checkbox"/> None				<input type="checkbox"/>		CAR STORAGE: Fireplace(s) # <input type="checkbox"/> None <input type="checkbox"/>	

UNIFORM RESIDENTIAL APPRAISAL REPORT				File No. C-CORALYCZYK
Valuation Section				
ESTIMATED SITE VALUE = \$ 17,500				Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): Site value is based on review of recent land sales. The Marshall & Swift Valuation Service was used to calculate reproduction cost new, reinforced by appraiser's files, local cost data and market conditions. Physical depreciation is based on age/life method.
ESTIMATED REPRODUCTION COST-NEW OF IMPROVEMENTS:				
Dwelling	953 Sq. Ft. @ \$ 51.58	= \$ 49,156		
Basement	953 Sq. Ft. @ \$ 9.63	= \$ 9,177		
Features		= 2,390		
Garage/Carport	264 Sq. Ft. @ \$ 18.30	= \$ 4,831		
Total Estimated Cost New		= \$ 65,554		
Less Physical Functional External				
Depreciation	20,322	3,278	\$ 0	= \$ 23,600
Depreciated Value of Improvements				= \$ 41,954
"As-is" Value of Site Improvements				= \$ 2,500
INDICATED VALUE BY COST APPROACH				= \$ 62,000

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3	
934 Walnut Avenue	709 Green Glen Drive	690 Orient Avenue	214 E. Sheridan Avenue		
Address DuBois PA	DuBois, PA	DuBois, PA	DuBois, PA		
Proximity to Subject	2 miles	2 miles	2 miles		
Sales Price	\$ N/A	\$ 69,000	\$ 53,000	\$ 75,000	
Price/Gross Liv. Area	\$ 0.00	\$ 63.07	\$ 44.31	\$ 51.98	
Data and/or Verification Sources	Inspection Appraisal Files Realtor	Realtor	Appraisal Files Realtor		
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	(+/-) Adjustment	DESCRIPTION	
Sales or Financing Concessions	Conventional	Conventional	-0-	Conventional	-0-
Date of Sale/Time	N/A	11/5/99	-0-	10/18/00	-0-
Location	Suburban/Good	Suburban/Good	-0-	Suburban/Good	-0-
Leasehold/Fee Simple Fee	Fee	Fee	-0-	Fee	-0-
Site	Good	Similar	-0-	Inferior	+2,500
View	Nothing Adv.	Nothing Adv.	-0-	Nothing Adv.	-0-
Design and Appeal	Ranch/Average	Ranch/Average	-0-	Ranch/Average	-0-
Quality of Construction	Average	Average	-0-	Average	-0-
Age	40+/- Years	45+/- Years	-0-	40+/- Years	-0-
Condition	Below Average	Superior	-3,900	Inferior	+3,900
Above Grade	Total : Bedrms : Baths	Total : Bedrms : Baths	-0-	Total : Bedrms : Baths	-0-
Room Count	5 : 2 : 1	4 : 2 : 1	-0-	5 : 2 : 1	-0-
Gross Living Area	953 Sq. Ft.	1,094 Sq. Ft.	-1,300	1,196 Sq. Ft.	-2,200
Basement & Finished	953 Sq. Ft.	Similar	-0-	Similar	-0-
Rooms Below Grade	Unfinished	Unfinished	-0-	Unfinished	-0-
Functional Utility	Average	Superior	-2,600	Inferior	+2,200
Heating/Cooling	Cas FWA	Cas FWA	-0-	Cas FWA	-0-
Energy Efficient Items	None	None	-0-	None	-0-
Garage/Carport	1 Att. Garage	1 Att. Garage	-0-	1 Att. Garage	-0-
Porch, Patio, Deck	Porch/Stoop	Similar	-0-	Similar	-0-
Fireplace(s), etc.	None	Fireplace	-1,200	None	-0-
Fence, Pool, etc.	P.Drive/Apps	P.Drive/Sup.	-300	P.Drive/Sup.	-300
Kit. Equip.	Dated Kitchen	Similar	-0-	Similar	-0-
Net Adj. (total)	[] + [X] - \$ 9,300	[] + [X] - \$ 6,100	[] + [X] - \$ 16,600		
Adjusted Sales Price of Comparable		\$ 59,700	\$ 59,100	\$ 58,400	

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): See Attached Addendum.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data	N/A	N/A	N/A	N/A
Source for prior sales within year of appraisal	N/A	N/A	N/A	N/A
Deed	MLS/Appraiser Files	MLS/Appraiser Files	MLS/Appraiser Files	MLS/Appraiser Files

Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal:
The attached deed verifies that the subject property has not transferred within the past year.

Prior sales of comparables occurred more than one year from the date of this report.

INDICATED VALUE BY SALES COMPARISON APPROACH: \$ 59,500

INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent \$ N/A / Mo. x Gross Rent Multiplier N/A = \$ N/A

This appraisal is made "as is" subject to the repairs, alterations, inspections or conditions listed below subject to completion per plans and specifications.

Bomar Real Estate Appraisal Services

File No. C-CORALYCZYK

CONDITION OF THE IMPROVEMENTS:

The subject's dwelling requires cosmetic upgrading. Interior walls and ceilings are in need of paint, wallpaper is dated, and floor cover is worn and faded. Kitchen counter top is stained and dated, with the built-in appliances and bathroom fixtures also being dated in appearance. Exteriorwise, siding appears to have been painted, with that on soffit badly peeling and flaking. Heating system and hot water tank appear to have been recently replaced.

ADVERSE ENVIRONMENTAL CONDITIONS:

The subject's dwelling was constructed prior to 1978, a period in time when lead based paint may have been used. The appraiser is not an expert in the detection of lead based paint. If reader of this report has concerns regarding this material, further investigation by an expert in this field would be appropriate.

COST APPROACH COMMENTS:

GLA	26.00 x	36.00 x	1	=	936
	1.25 x	13.50 x	1	=	17
			Total Sq. Ft. =		953

SALES COMPARISON COMMENTS:

Comparables used in this analyses represent several of the most recent sales of homes similar in design, age, and location from this market area. All homes used as a comparison were limited to a two bedroom floorplan, and all had dated components, although some having superior utility to that of the subject. Sale #1 & #3 were considered superior in condition, with sale #2 suffering from deferred maintenance and neglect. Sale #1 was considered the best comparison due to its similarity in size of living area and exterior design.

CONDITIONS OF APPRAISAL:

This appraisal is being reported as a Complete Summary Report as set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice.

The intended use of this report is to assist Attorney Colavecchi in estimating the value of the subject property for potential resale of the subject property.

SUBJECT PROPERTY PHOTO ADDENDUM

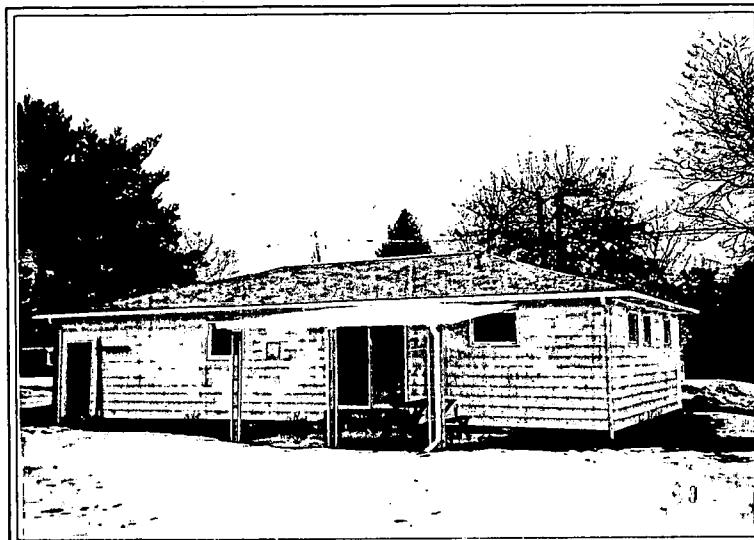
Bomar Real Estate Appraisal Services
R.D. #3, Box 75
DuBois, PA 15801
(814) 375-4647

File No. C-GORALYCZYK

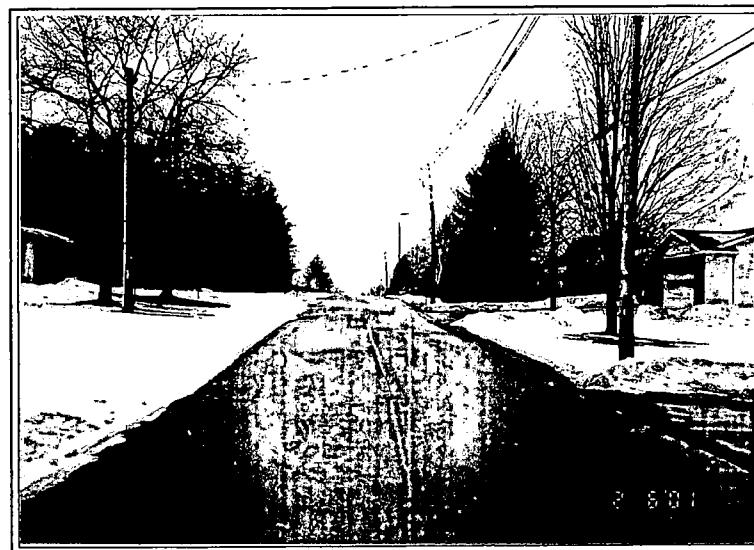


**FRONT VIEW OF
SUBJECT PROPERTY AT:**

934 Walnut Avenue
DuBois, PA 15801
Appraised: February 6, 2001



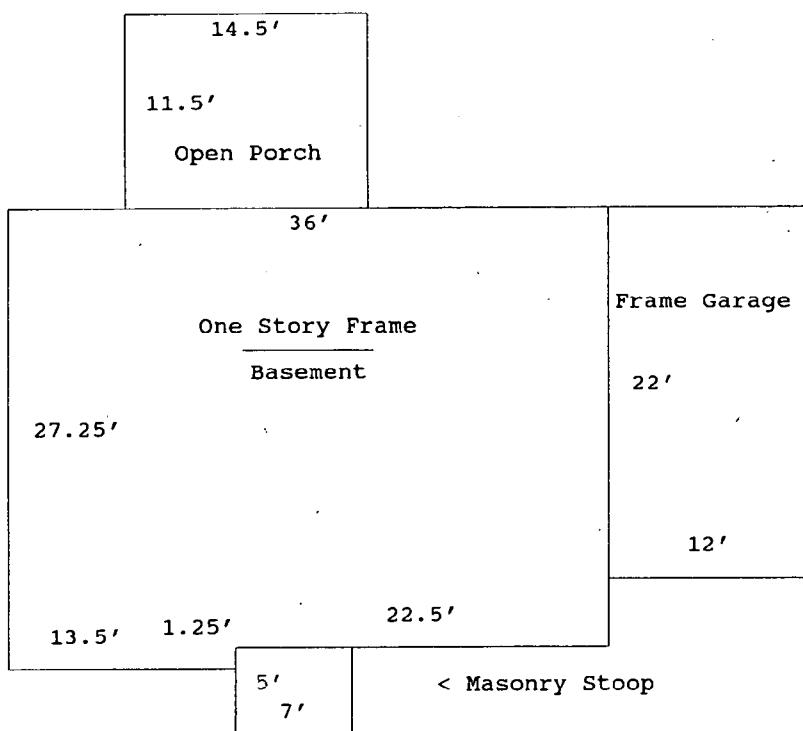
**REAR VIEW OF
SUBJECT PROPERTY**

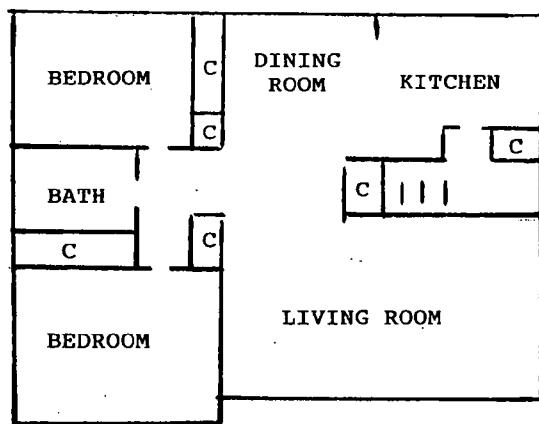


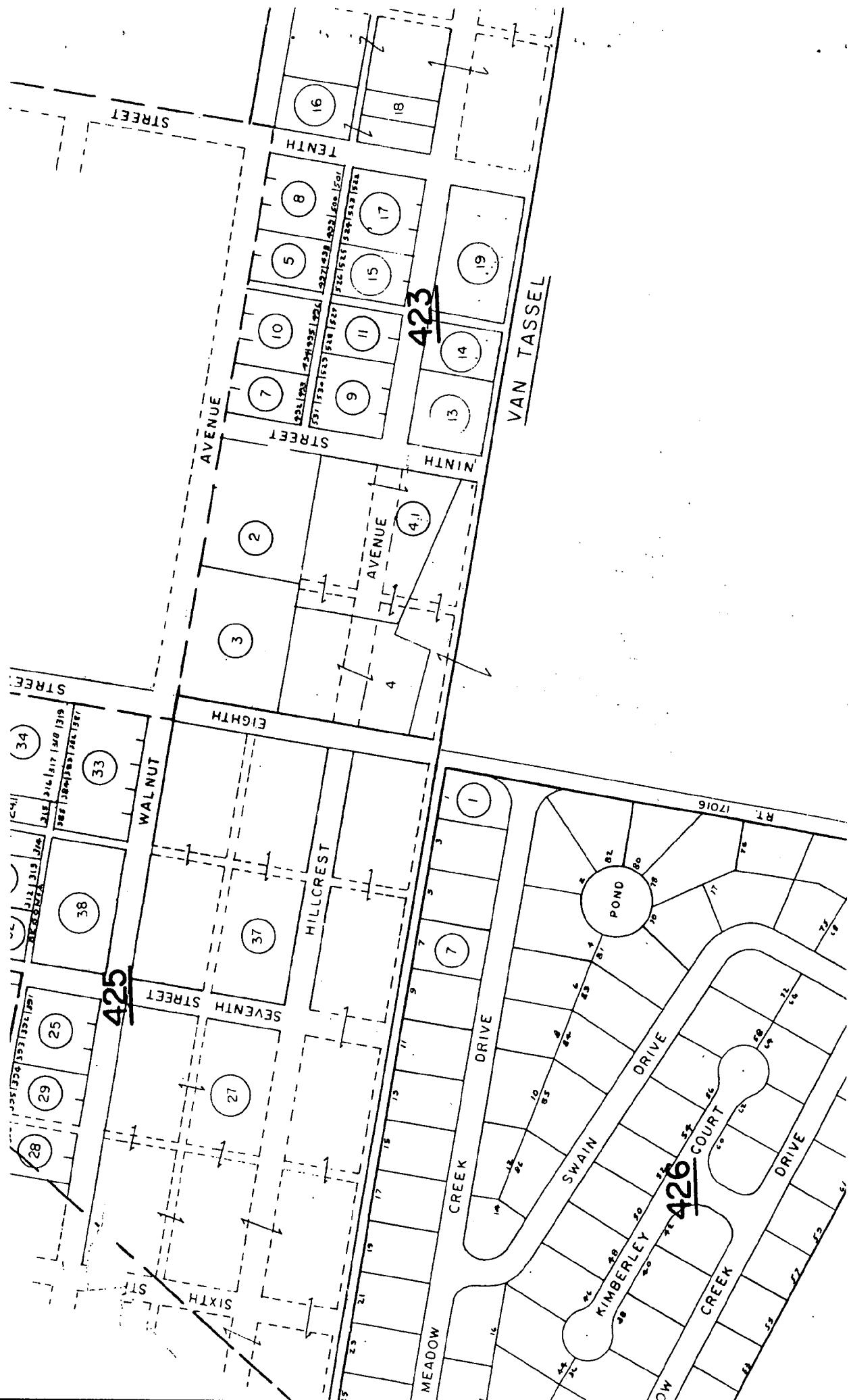
STREET SCENE

Bomar Real Estate Appraisal Services

File No. C-CORALYCZYK







ALL those certain pieces or parcels of land situate,
lying and being in Sandy Township, Clearfield County, Pennsylvania,
being known as Lots No. 492 and 493, in the Van Tassel Addition to
DuBois, bounded and described as follows:

BEGINNING at a point at the Southwest corner of Lot No. 492; thence in a Northerly direction along Ninth Street a distance of one hundred fifty (150) feet, more or less, to the Northwest corner of a said Lot; thence along Walnut Avenue in an Easterly direction a distance of one hundred (100) feet to a point, said point being the Northeast corner of Lot No. 493, a distance of one hundred fifty (150) feet to an alley, said point being the Southeast corner of Lot No. 493; thence in a Westerly direction along the said alley a distance of one hundred (100) feet to the place of beginning. Being Lots No. 492 and 493 in the Van Tassel Addition to the City of DuBois.

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

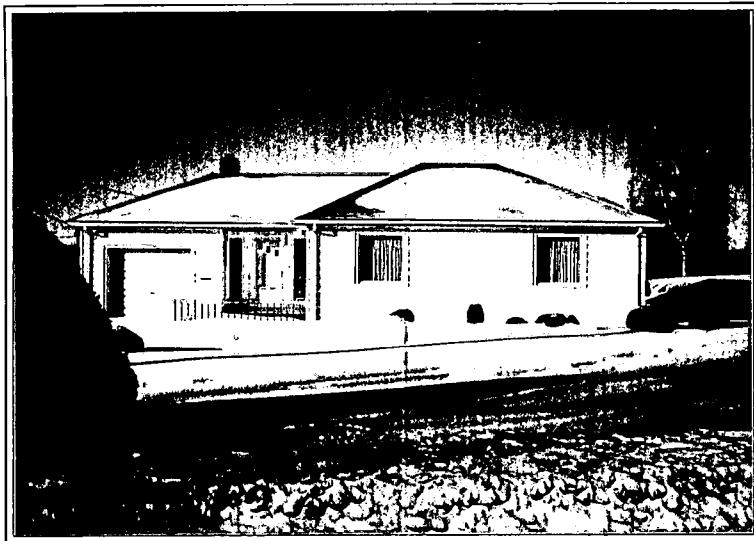
P.2

FEB 06, '01 12:06PM COLAVECCHI AND RYAN

COMPARABLE SALES PHOTO ADDENDUM

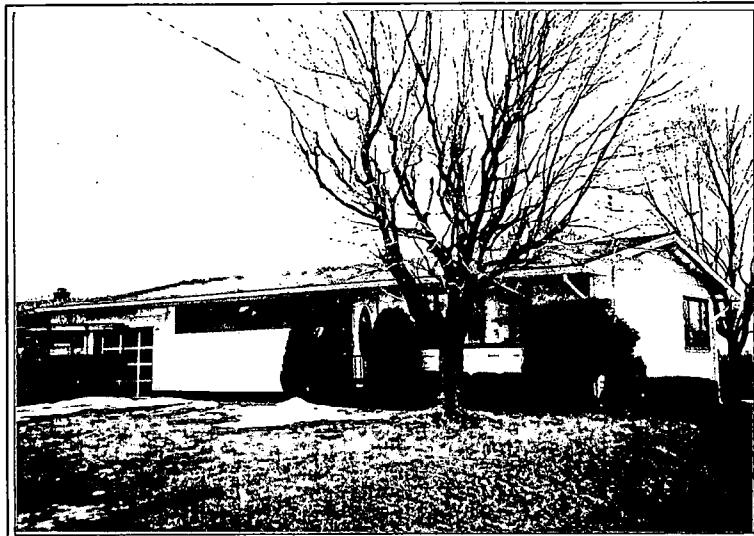
Bonmar Real Estate Appraisal Services
R.D. #3, Box 75
DuBois, PA 15801
(814) 375-4647

File No. C-CORALYCZYK



COMPARABLE SALE #1

709 Green Glen Drive
DuBois, PA
Sale Date: 11/5/99
Sale Price: \$69,000



COMPARABLE SALE #2

690 Orient Avenue
DuBois, PA
Sale Date: 10/18/00
Sale Price: \$53,000



COMPARABLE SALE #3

214 E. Sheridan Avenue
DuBois, PA
Sale Date: 6/14/00
Sale Price: \$75,000

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

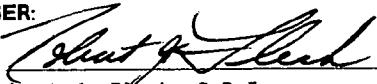
APPRAISERS CERTIFICATION: The Appraiser certifies and agrees that:

File No. C-CORALYCZYK

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 934 Walnut Avenue, DuBois, PA 15801**APPRAISER:**

Signature: 
Name: Robert J. Fleck, G.R.I.
Date Signed: February 9, 2001
State Certification #: CA-000574-L
or State License #:
State: PA
Expiration Date of Certification or License: 6/30/01

SUPERVISORY APPRAISER (only if required)

Signature: _____
Name: _____
Date Signed: _____
State Certification #: _____
or State License #: _____
State: _____
Expiration Date of Certification or License: _____

Did Did Not Inspect Property

Leave over margin

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.

CIVIL DIVISION
No. 00 - 1114 - CD

BARBARA M. GORALCZYK, Plaintiff

vs.

DERWOOD G. PLYLER, JR.,
Defendant

ORDER ON PETITION FO FIX FAIR
VALUE ON REAL PROPERTY -
DEFICIENCY JUDGMENT

FILED

11/16/2001

OLB35013cc atty
William A. Shaw
Prothonotary
Colavecchi

COLAVECCHI
RYAN & COLAVECCHI

ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BARBARA M. GORALCZYK,
Plaintiff
Vs.

DERWOOD G. PLYLER, JR.,
Defendant

CIVIL DIVISION
No. 00 - 1114 - CD

ORDER ON PETITION TO FIX FAIR
VALUE ON REAL PROPERTY -
DEFICIENCY JUDGMENT

Filed on Behalf of:

Plaintiff, BARBARA GORALCZYK

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED

JUL 16 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

BARBARA M. GORALCZYK,

Plaintiff : No. 00 - 1114 - CD

vs.

DERWOOD G. PLYLER, JR.,

Defendant :

ORDER ON PETITION TO FIX FAIR VALUE
OF REAL PROPERTY - DEFICIENCY JUDGMENT

AND NOW, this 16th day of July, 2001,
upon consideration of the within Petition of Plaintiff, the Court
fixes the 10th day of September, 2001, at
9:30 o'clock A.M. at the Clearfield County
Courthouse as the time and place for hearing on said Petition.
Plaintiff shall serve the person listed in Paragraph 5 of the
Petition with a copy of the Petition and this Order at least ten
(10) days prior to the hearing.

BY THE COURT:

JUDGE

—Lap over margin—

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION
No. 00 - 1114 - CD

BARBARA M. GORALCZYK,
Plaintiff

vs.

DERWOOD G. PLYLER, JR.,
Defendant

AFFIDAVIT OF SERVICE

COLAVECCHI
RYAN & COLAVECCHI

ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BARBARA M. GORALCZYK,
Plaintiff
Vs.

DERWOOD G. PLYLER, JR.,
Defendant

CIVIL DIVISION
No. 00 - 1114 - CD

AFFIDAVIT OF SERVICE

Filed on Behalf of:

Plaintiff, BARBARA GORALCZYK

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

FILED

11/24/2001
ml/OS/nrc
William A. Shaw
Prothonotary

LAW OFFICES OF
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RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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

BARBARA M. GORALCZYK, :
Plaintiff : No. 00 - 1114 - CD
:
Vs. :
:
DERWOOD G. PLYLER, JR., :
Defendant :

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared Joseph Colavecchi, Esquire, who, being duly sworn according to law, deposes and says that a copy of the Petition to Fix Fair Value on Real Property and Order were mailed to Derwood G. Plyler, Jr., at 99 Newtons Corner Road, Howell, New Jersey 07731-2887 on July 18, 2001, as shown on the certified mail receipt attached below:

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7001 0360 0001 7572 5903

OFFICIAL USE

Postage	\$ 1.26
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.86



Sent To: Derwood G. Plyler, Jr.
Street, Apt. No.;
or PO Box No. 99 Newtons Corner Road
City, State, ZIP+4 Howell, NJ 07731-2887

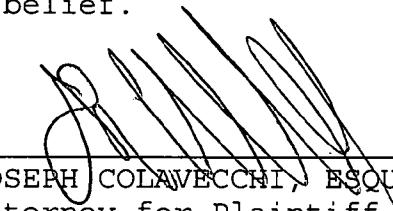
PS Form 3800, January 2001 See Reverse for Instructions

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

Further, this Petition and Order were received by Derwood G. Plyler, Jr., on July 20, 2001, as shown on the receipt attached below:

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">■ 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.		<p>A. Received by (Please Print Clearly) <input type="text"/> B. Date of Delivery <input type="text" value="07/20"/></p> <p>C. Signature  <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="text"/> <input checked="" type="checkbox"/> No</p>	
1. Article Addressed to: Derwood G. Plyler, Jr. 99 Newtons Corner Road Howell, NJ 07731-2887		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.	
2. Article Number (Copy from service label) 7001 0360 0001 7572 5903		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
PS Form 3811, July 1999		Domestic Return Receipt 102595-00-M-0952	

The above statements are true and correct to the best of affiant's knowledge, information and belief.


JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff

Sworn to and subscribed before me
this 23 day of July 2001.

Linda L. Ziembro

NOTARIAL SEAL
LINDA L. ZIEMBO, Notary Public
Clearfield Boro, Clearfield County, PA
My Commission Expires, December 17, 2001

Leave over margin

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION
No. 00 - 1114 - CD

BARBARA M. GORALCZYK, Plaintiff

vs.

DERWOOD G. PLYLER, JR., Defendant

ORDER

FILED

SEP 10 2001

019124/3 cc a/c Colavecchi
William A. Shaw
Prothonotary

Colavecchi

COLAVECCHI
RYAN & COLAVECCHI

ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BARBARA M. GORALCZYK,
Plaintiff
Vs.

DERWOOD G. PLYLER, JR.,
Defendant

CIVIL DIVISION
No. 00 - 1114 - CD

ORDER

Filed on Behalf of:

Plaintiff, BARBARA GORALCZYK

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

FILED

SEP 10 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

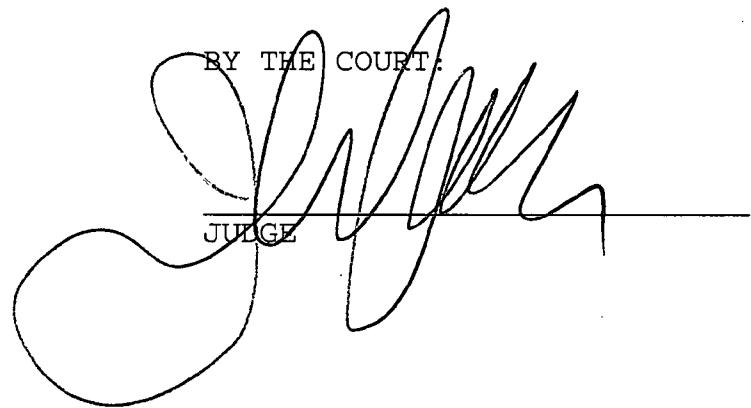
BARBARA M. GORALCZYK, Plaintiff : No. 00 - 1114 - CD
vs. :
DERWOOD G. PLYLER, JR., Defendant :
:

O R D E R

AND NOW, this 10th day of September, 2001,
a Petition having been filed to fix the fair market value of the
real estate sold by Execution Sale through the Clearfield County
Sheriff on February 2, 2001; this matter having come before this
Court for Hearing and notice having been given to Defendant, it is
hereby ORDERED and DECREED that the fair market value of the
property sold by the Clearfield County Sheriff on February 2, 2001
to Plaintiff is Fifty-nine Thousand Five Hundred (\$59,500.00)
Dollars.

A deficiency judgment is entered in favor of Plaintiff against
Defendant, after deducting the Fifty-nine Thousand Five Hundred
(\$59,500.00) Dollars from the judgment of One Hundred Thirty-eight
Thousand Six Hundred Twenty-four Dollars and Three Cents
(\$138,624.03), said deficiency judgment being in the amount

of Seventy-nine Thousand One Hundred Twenty-four Thousand Dollars
and Three Cents (\$79,124.03).

BY THE COURT:

JUDGE

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA