00-1176-CD
PNC Morg. vs Donald Weitoish

00

jeter
systems corporation
AKRON, OH./U.S.A.
1261

00-1176-CD
PNC Mortgage Corp. of America vs. Donald L. Weitoish

FEDERMAN AND PHELAN, LLP
By: FRANK FEDERMAN, ESQUIRE
IDENTIFICATION NO. 12248
TWO PENN CENTER PLAZA, SUITE 900
PHILADELPHIA, PA 19102
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

116
PNC MORTGAGE CORP. OF AMERICA
539 SOUTH 4TH AVENUE
LOUISVILLE, KY 40202

Plaintiff

v.

TERM

NO. 00 - 1176 - CD

25
DONALD L. WEITOISH
RD #1, BOX 165A
WOODLAND, PA 16881

CLEARFIELD COUNTY

Defendant(s)

**CIVIL ACTION - LAW**
**MORTGAGE FORECLOSURE**

**NOTICE**

****THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY. ****

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.

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641

FILED

SEP 20 2000
m/11:00/ wa
William A. Shaw
Prothonotary
1 cert to Sheff.

Loan #: 0023800909

1. Plaintiff is

PNC MORTGAGE CORP. OF AMERICA
539 SOUTH 4TH AVENUE
LOUISVILLE, KY 40202

2. The name(s) and last known address(es) of the Defendant(s) are:

DONALD L. WEITOISH
RD #1, BOX 165A
WOODLAND, PA 16881

who is/are the mortgagor(s) and real owner(s) of the property hereinafter described.

3. On 11/25/98 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to TOWNE AND COUNTRY MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage INSTRUMENT #19980084. By Assignment of Mortgage dated 11/25/98 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage INSTRUMENT #199800085.

4. The premises subject to said mortgage is described as attached.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 4/1/00 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

| | |
|---|---|
| Principal Balance | $35,136.32 |
| Interest | 1,354.20 |
| 3/1/00 through 9/1/00 | |
| (Per Diem $7.32) | |
| Attorney's Fees | 800.00 |
| Cumulative Late Charges | 79.68 |
| 11/25/98 to 9/1/00 | |
| Cost of Suit and Title Search | 550.00 |
| Subtotal | $37,920.20 |
| | |
| Escrow | |
| Credit | 294.96 |
| Deficit | 0.00 |
| Subtotal | ($ 294.96) |
| | |
| **TOTAL** | $37,625.24 |

7. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.

8. The Combined Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A."

9. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because either:
   (i.) Defendant(s) have failed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendants, a true and correct copy of which is attached hereto as Exhibit "A"; or
   (ii.) Defendant(s) application for assistance has been rejected by the Pennsylvania Housing Finance Agency.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of $37,625.24, together with interest from 9/1/00 at the rate of $7.32 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

/s/ Frank Federman
FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

ZZ119
BS731-C1st

June 10, 2000

Donald L Weitoish
Rd#1, Box 165a
Woodland PA 16881

RE: Mortgage Company/Loan Services:PNC Mortgage Corp Of America
Loan Number: 0023800909
Property Location: Rd#1, Box 165a
Woodland PA 16881

NOTICE OF INTENTION TO FORECLOSE MORTGAGE
SENT BY CERTIFIED MAIL AND REGULAR MAIL

Dear Mortgagor/Property Owner:

As of 06-06-00, the mortgage held or serviced by PNC Mortgage Corp of America f/k/a Sears Mortgage Corporation (hereinafter "we", "us", or "ours") on your property located at: Rd#1, Box 165a, Woodland PA 16881, IS IN SERIOUS DEFAULT because you have not made the mortgage payments since, 04-01-00 through today. The total amount required to bring your mortgage current is calculated below:

| | | |
|---|---|---|
| * Payments of $ 332.48 per installment due on the contract date of each installment from 04-01-00 to 06-30-00 ..... | | 997.44 |
| * Balance of accumulated late charges ..... | | 39.84 |
| * Returned check charges ..... | | .00 |
| * Other charges due and payable . | .00 | |
| * Total ..... | 1,037.28 | |

You may cure this default within THIRTY (30) DAYS of the date of this letter by paying to us the above amount of:

$ 1,037.28

EXHIBIT A

APPENDIX A

# ACT 91 NOTICE
# TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397.(Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION ÈN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

EXHIBIT A

[illegible] temporary stay [illegible] Notice. During that time you may [illegible] attend a "face-to-face" meeting, with one of the consumer credit counseling agencies listed at the Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU [illegible] MORTGAGE ASSISTANCE, YOU MUST BRING YOUR [illegible] TO THE MEETING. [illegible] TO CURE YOUR DEFAULT. [illegible] HOW TO BRING YOUR MORTGAGE UP TO DATE.

NEGATIVE CREDIT REPORTS AGENCIES - If you have with one of the consumer credit agencies listed at the [illegible] against you for three years after the date of this meeting. The names, addresses and telephone numbers of designated [illegible] consumer counselors in the county in which the property is located are set forth at the end [illegible] your lender immediately [illegible] meeting [illegible] notification.

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth in the Notice. On the following pages, specific information about the nature of your default is listed. If you feel you can make it, resolve the problem, with the lender, you have the right to apply for mortgage assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must [illegible] assistance from the Homeowner's Emergency Assistance Program. Application with one of the [illegible] consumer credit counseling agencies listed at the end of this Notice. Only consumer credit [illegible] the program are those which assist you in submitting a complete [illegible] the Pennsylvania Housing Finance Agency. Your application may be filed or postmarked [illegible]

YOU MUST FILE YOUR APPLICATION PROMPTLY IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

HOW TO CURE THE DEFAULT -- If you do not cure the default within THIRTY (30) DAYS [illegible] date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance [illegible] immediately and you will [illegible] the chance to pay the mortgage in monthly installments. [illegible] payment of the total amount past due within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal [illegible] **foreclose upon your mortgaged property.**

IF THE MORTGAGE IS FORECLOSED UPON -- The mortgaged property will be sold by the Sheriff [illegible] of the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency [illegible] the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred up to $50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed $50.00. Any attorney's fees will be added to the amount you owe the lender which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

OTHER LENDER REMEDIES - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale.** You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

EXHIBIT A

LATE FEES - PENALTY SHERIFF'S SALE - [illegible] Sheriff's Sale of the Mortgaged Property [illegible] date of this Notice. A notice of the actual date of the Sheriff's Sale will be [illegible] course, the amount needed to cure the default will increase the longer you wait. [illegible] time exactly what the required payment or action will be by telephoning the lender.

HOW TO CONTACT THE LENDER

| | |
|---|---|
| Name of Lender: | PNC Mortgage Corp of America |
| Address: | 550 5th Avenue<br>Lower Level [illegible] |
| Phone Number: | (800) 366-9696 |
| Fax Number: | (502)581-2570 |
| Contact Person: | You may speak with [illegible] Assistance Service Representative |

EFFECT OF SHERIFF'S SALE - You should realize that a Sheriff's Sale will [illegible] the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be filed by the lender at any time.

ASSUMPTION OF MORTGAGE - You may provide your original mortgage by [illegible] to dispose of or transfer your home to a third party who will assume the mortgage [illegible] the outstanding keystone charges and attorney fees and costs are paid prior [illegible] the other requirements [illegible]

YOU MAY ALSO HAVE THE RIGHT:

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY THE DEBT.

[illegible]

DEFAULT

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION [illegible] DEFAULT HAD NOT OCCURRED, IF YOU CURE THE DEFAULT. [illegible] NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN [illegible] ONE CALENDAR YEAR.

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY LEGAL ACTION PROCEEDING. IF ANY OTHER LAWSUIT BETWEEN THE PARTIES [illegible] DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE [illegible] ACTIONS BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

*(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary.)*

**PENNSYLVANIA HOUSING FINANCE AGENCY**
**HOMEOWNER'S EMERGENCY ASSISTANCE PROGRAM**
**CONSUMER CREDIT COUNSELING AGENCIES**
**(REV. 8/00)**

## CHESTER COUNTY

Acorn Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221 FAX (215) 765-1427

Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866 FAX (215) 375-7830

HACE
167 W. Allegheny Avenue, 2nd Fl.
Philadelphia, PA 19140
(215) 426-8025 FAX (215) 426-9122

Media Fellowship House
302 S. Jackson Street
Media, PA 19063
(610) 565-0846 FAX (610) 565-8567

Tabor Community Services, Inc.
439 East King Street
Lancaster, PA 17602
(717) 397-5182 or (800) 788-5602 (H.O. only)
FAX (717) 399-4127

American Red Cross of Chester
1729 Edgemont Avenue
Chester, PA 19013
(610) 874-1484

Northwest Counseling Agency
5001 North Broad Street
Philadelphia, PA 19141
(215) 324-7500 FAX (215) 324-8753

CCCS of Delaware Valley
1515 Market Street, Suite 1325
Philadelphia, PA 19107
(215) 563-5665 FAX 563-7020

Community Housing Counseling, Inc.
P.O. Box 244
Kennett Square, PA 19348
(610) 444-3682 FAX (610) 444-3682

Philadelphia Council For Community Adv.
100 North 17th Street, Suite 600
Philadelphia, PA 19103
(215) 567-7803 FAX (215) 963-9941

Community Devel. Corp. of Frankford
Group Ministry
4620 Griscom Street
Philadelphia, PA 19124
(215) 744-2990 FAX (215) 744-2012

CCCS of Delaware Valley(Marshall Bldg.)
790 E. Market St., Suite 215
West Chester, PA 19382
(215) 563-5665

**American Credit Counseling Institute**

845 Coates Street
Coatesville, PA 19320
(888) 212-6741

144 E. Dekalb Pike
King Of Prussia, PA 19406
(610) 971-2210 FAX (610) 265-4814

755 York Rd., Suite 103
Warminster, PA 18974
(215) 444-9429 FAX (215) 956-6344

## CLARION COUNTY

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
(412) 282-7812

## CLEARFIELD COUNTY

Keystone Economic Development Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556 FAX (814) 539-1688

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
(814) 944-8100 FAX (814) 944-5747

Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657 FAX (724) 465-5118

CCCS of Northeastern PA
1631 South Atherton St, Suite 100
State College, PA 16801
(814) 238-3668 FAX (814) 238-3669



EXHIBIT A

ALL that certain piece or parcel of land situate in the Township of Bradford, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in a dirt roadway at the southeastern corner of land conveyed to Wilbur G. and Karen S. Barger, husband and wife; thence along said private driveway South six (6) degrees forty-five (45) minutes West one hundred seventy-seven and six-tenths (177.6) feet to a point in other land of Paul A. and Maude A. Krise, husband and wife, herein, North eighty-three (83) degrees fifteen (15) minutes West three hundred (300) feet to a point in line of land of Ronald L. Krise and Lisa K. Krise, husband and wife, North six (6) degrees forty-five (45) minutes East one hundred seventy-seven and six-tenths (177.6) feet to a point in the line of land of Wilbur G. and Karen S. Barger, husband and wife, South eighty-three (83) degrees fifteen (15) minutes East three hundred (300) feet to a point in said dirt driveway and the place of beginning.

BEING the same property which John E. Passmore, Jr. and Mary Ann McKenrick-Passmore, his wife, by Deed dated NOVEMBER 25, 1998 and to be recorded herewith, granted and conveyed to Donald L. Weitoish, married, the Mortgagor herein.

PREMISES: RD #1, BOX 165A

VERIFICATION

TERESA SWITZER hereby states that she is SECOND VICE PRESIDENT of PNC MORTGAGE CORPORATION OF AMERICA mortgage servicing agent for Plaintiff in this matter, that she is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

DATE: 9/15/00

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

Sheriff Docket # 10200

PNC MORTGAGE CORP. OF AMERICA 00-1176-CD

VS.

WEITOISH, DONALD L.

COMPLAINT IN MORTGAGE FORECLOSURE

## SHERIFF RETURNS

NOW OCTOBER 3, 2000 AT 10:21 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DONALD L. WEITOISH, DEFENDANT AT RESIDENCE RD1 BOX 165A, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CHRISTA WEITOISH, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

Return Costs

| Cost | Description |
|---|---|
| 20.93 | 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
by Marilyn Hagerty

Chester A. Hawkins
Sheriff

FILED

OCT 09 2000
01:30
William A. Shaw
Prothonotary

FEDERMAN AND PHELAN
By: FRANK FEDERMAN
Identification No. 12248
One Penn Center at Suburban Station
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

| | |
|---|---|
| **PNC MORTGAGE CORP. OF AMERICA**<br>**539 SOUTH 4TH AVENUE**<br>**LOUISVILLE, KY 40202**<br>**Plaintiff** | **: CLEARFIELD COUNTY**<br>**: COURT OF COMMON PLEAS**<br>**: CIVIL DIVISION** |
| **vs.** | **: NO. 00-1176-CD** |
| **DONALD L. WEITOISH**<br>**RD #1, BOX 165A**<br>**WOODLAND, PA 16881**<br>**Defendant(s)** | |

FILED
DEC 06 2000
William A. Shaw
Prothonotary

3cc/m 19:30/ atty Federman
pd $20.00
not. to Def.
Statement to
atty Federman

**PRAECIPE FOR JUDGMENT FOR FAILURE TO ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against **DONALD L. WEITOISH**, Defendant(s), for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

| | |
|---|---|
| As set forth in Complaint | **$37,625.24** |
| Interest **9/1/00 to 12/1/00** | **$673.44** |
| TOTAL | **$38,298.68** |

I hereby certify that (l) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) notice has been given in accordance with Rule 237.1, copy attached.

Frank Federman
FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

**DAMAGES ARE HEREBY ASSESSED AS INDICATED.**

**DATE:** 12/6/00

**PRO PROTHY**

FEDERMAN AND PHELAN
Frank Federman, Esquire
Identification No. 12248
Two Penn Center Plaza
Suite 900
Philadelphia, PA 19102-1799
(215) 563-7000

ATTORNEY FOR PLAINTIFF

| | |
|---|---|
| PNC MORTGAGE CORP OF AMERICA | : COURT OF COMMON PLEAS |
| Plaintiff | : CIVIL DIVISION |
| vs. | : CLEARFIELD COUNTY |
| DONALD L. WEITOISH | : NO. 00-1176-CD |
| Defendant(s) | |

**TO: DONALD L. WEITOISH**
**RD#1 BOX 165A**
**WOODLAND, PA 16881**

**DATE OF NOTICE: NOVEMBER 6, 2000**

FILE COPY

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

**IMPORTANT NOTICE**

You are in default because you have failed enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a Judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641

Frank Federman, Esquire
Attorney for Plaintiff

FEDERMAN AND PHELAN
By: FRANK FEDERMAN
Identification No. 12248
One Penn Center at Suburban Station
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

| | |
|---|---|
| **PNC MORTGAGE CORP. OF AMERICA**<br>**539 SOUTH 4TH AVENUE**<br>**LOUISVILLE, KY 40202**<br>**Plaintiff** | **: CLEARFIELD COUNTY**<br>**: COURT OF COMMON PLEAS**<br>**: CIVIL DIVISION** |
| **vs.** | **: NO. 00-1176-CD** |
| **DONALD L. WEITOISH**<br>**RD #1, BOX 165A**<br>**WOODLAND, PA 16881**<br>**Defendant(s)** | |

## CERTIFICATION

FRANK FEDERMAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that the premises are not subject to the provisions of Act 91 because it is:

(X) an FHA mortgage

( ) non-owner occupied

( ) vacant

( ) Act 91 procedures have been fulfilled

This certification is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Frank Federman

FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

FEDERMAN and PHELAN
By: FRANK FEDERMAN
Identification No. 12248
One Penn Center at Suburban Station
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

| | |
|---|---|
| **PNC MORTGAGE CORP. OF AMERICA** | **: CLEARFIELD COUNTY** |
| | **: Court of Common Pleas** |
| **Plaintiff** | **: CIVIL DIVISION** |
| **vs.** | **: NO. 00-1176-CD** |
| **DONALD L. WEITOISH** | |
| **Defendant(s)** | |

## VERIFICATION OF NON-MILITARY SERVICE

FRANK FEDERMAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended

(b) that defendant **DONALD L. WEITOISH** is over 18 years of age and resides at **RD #1, BOX 165A, WOODLAND, PA 16881.**

This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

FRANK FEDERMAN
Attorney for Plaintiff

COPY

(Rule of Civil Procedure No. 236 – Revised)

| | |
|---|---|
| PNC MORTGAGE CORP. OF AMERICA | : CLEARFIELD COUNTY |
| | : |
| | : Court of Common Pleas |
| Plaintiff | : |
| | : CIVIL DIVISION |
| vs. | : |
| | : NO. 00-1176-CD |
| DONALD L. WEITOISH | : |
| | : |
| Defendant(s) | : |
| | : |

Notice is given that a Judgment in the above captioned matter has been entered against you on **DECEMBER 6, 2000**.

By _____ ~~DEPUTY~~

If you have any questions concerning this matter, please contact:


FRANK FEDERMAN, ESQUIRE
Attorney for Filing Party
One Penn Center at Suburban Station
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000


****THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, THIS IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY. ****

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

COPY

PNC Mortgage Corp. of America
Plaintiff(s)

No.: 2000-01176-CD

Real Debt: $38,298.68

Atty's Comm:

Vs.

Costs: $

Int. From:

Donald L. Weitoish
Defendant(s)

Entry: $20.00

Instrument: Default Judgment

Date of Entry: December 6, 2000

Expires: December 6, 2005

Certified from the record this 6th day of December, 2000.

_____
William A. Shaw, Prothonotary

**********

SIGN BELOW FOR SATISFACTION

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

_____
Plaintiff/Attorney

PRAECIPE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P. 3180-3183

| | |
|---|---|
| PNC MORTGAGE CORP. OF AMERICA | : CLEARFIELD |
| | : |
| | : COURT OF COMMON |
| Plaintiff | : PLEAS |
| | : |
| vs. | : CIVIL DIVISION |
| | : |
| 25 DONALD L. WEITOISH | : NO. 00-1176-CD |
| RD #1, BOX 165A | : |
| WOODLAND, PA 16881 | : |
| | : |
| Defendant(s) | : |
| | : |
| | : |
| | : |

TO THE DIRECTOR OF THE PROTHONOTARY:

Issue writ of execution in the above matter:

| | |
|---|---|
| Amount Due | $ 38,298.68 |
| Interest from 12/15/00 to (sale date) (per diem - $6.30) | $_____ and Costs |

$150.93 PAID TO PROTHONOTARY

Frank Federman

FRANK FEDERMAN, ESQUIRE
ONE PENN CENTER AT SUBURBAN STATION
SUITE 1400
PHILADELPHIA, PA 19103
Attorney for Plaintiff

Note: Please attach description of property.

FILED

DEC 21 2000
m/12:45/nc
William A. Shaw
Prothonotary

PP
20.-

6 WRITS TO SHFF

No. 00-1176-CD Term
**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

**PNC MORTGAGE CORP. OF AMERICA**

**vs.**

**DONALD L. WEITOISH**

---

**PRAECIPE FOR WRIT OF EXECUTION**
**(Mortgage Foreclosure)**

---

Filed:

Frank Federman
Attorney for Plaintiff

Address: **RD #1, BOX 165A, WOODLAND, PA 16881**
Where papers may be served.

ALL THAT CERTAIN piece or parcel of land situate in the Township of Bradford, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in a dirt roadway at the southeastern corner of land conveyed to Wilbur G. and Karen S. Barger, husband and wife; thence along said private driveway South six (6) degrees forty-five (45) minutes West one hundred seventy-seven and six-tenths (177.6) feet to a point in other land of Paul A. and Maude A. Krise, husband and wife, herein, North eighty-three (83) degrees fifteen (15) minutes West three hundred (300) feet to a point in line of land of Ronald L. Krise and Lisa K. Krise, husband and wife, North six (6) degrees forty-five (45) minutes East one hundred seventy-seven and six-tenths (177.6) feet to a point in the line of land of Wilbur G. and Karen S. Barger, husband and wife, South eighty-three (83) degrees fifteen (15) minutes East three hundred (300) feet to a point in said dirt driveway and the place of beginning.

Tax Parcel # 106-007-000-00093

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 TO 3183 AND Rule 3257

| | |
|---|---|
| PNC MORTGAGE CORP. OF AMERICA<br>Plaintiff | : CLEARFIELD |
| vs. | : COURT OF COMMON PLEAS |
| DONALD L. WEITOISH<br>RD #1, BOX 165A<br>WOODLAND, PA 16881<br>Defendant(s) | : CIVIL DIVISION<br>: NO. 00-1176-CD |

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD:

**TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA**

To satisfy the judgment, interest and costs in the above matter, you are directed to levy upon and sell the following described property (specifically described property below):

PremisesRD #1, BOX 165A, WOODLAND, PA 16881
(see attached legal description)

| | | |
|---|---|---|
| Amount Due | $ 38,298.68 | |
| Interest from 12/15/00 to (sale date) (per diem - $6.30) | $_____ | |
| Total | $ | Plus Costs as endorsed. |

_____
Clerk
Office of Prothonotary
Common Pleas Court of
CLEARFIELD County, PA

Dated: Dec. 21, 2000
(Seal)

No. 00-1176-CD Term

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

**PNC MORTGAGE CORP. OF AMERICA**

**vs.**

**DONALD L. WEITOISH**

---

**WRIT OF EXECUTION**
**(Mortgage Foreclosure)**

---

Costs

Office of the Prothonotary

Judg. Fee

Cr.

Sat.

Frank Federman
Attorney for Plaintiff

Address: **RD #1, BOX 165A, WOODLAND, PA 16881**
Where papers may be served.

ALL THAT CERTAIN piece or parcel of land situate in the Township of Bradford, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in a dirt roadway at the southeastern corner of land conveyed to Wilbur G. and Karen S. Barger, husband and wife; thence along said private driveway South six (6) degrees forty-five (45) minutes West one hundred seventy-seven and six-tenths (177.6) feet to a point in other land of Paul A. and Maude A. Krise, husband and wife, herein, North eighty-three (83) degrees fifteen (15) minutes West three hundred (300) feet to a point in line of land of Ronald L. Krise and Lisa K. Krise, husband and wife, North six (6) degrees forty-five (45) minutes East one hundred seventy-seven and six-tenths (177.6) feet to a point in the line of land of Wilbur G. and Karen S. Barger, husband and wife, South eighty-three (83) degrees fifteen (15) minutes East three hundred (300) feet to a point in said dirt driveway and the place of beginning.

Tax Parcel # 106-007-000-00093

# AFFIDAVIT OF SERVICE - CLEARFIELD

PLAINTIFF PNC MORTGAGE CORP. OF AMERICA

COURT NO. 00-1176-CD

DEFENDANT DONALD L. WEITOISH

TYPE OF ACTION

Mortgage Foreclosure
____ Eviction
____ Civil Action
xxx Notice of Sheriff's Sale - DATE MARCH 2, 2001

SERVE AT RD #1, BOX 165A
WOODLAND, PA 16881

## SERVED

Served and made known to Donald Weitoish, Defendant on the 3rd day of January, 2001, at 3:20 o'clock, P. M., at _____, County of Clearfield, Commonwealth of Pennsylvania, in the manner described below:

X Defendant personally served.
____ Adult family member with whom Defendant(s) reside(s).
Relationship is _____.
____ Adult in charge of Defendant's residence who refused to give name/relationship.
____ Manager/Clerk of place of lodging in which Defendant(s) reside(s).
____ Agent or person in charge of Defendant's office or usual place of business.
____ _____ an officer of said defendant company.
____ Other: _____.

Description: Age 65 Height 5'7" Weight 170' Race W Sex M
Other _____

I, Jeff Dillig, a competent adult, being duly sworn according to law, depose and state that I personally handed to Donald L. Weitoish a true and correct copy of the Sheriff's Sale issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed before me this 4th day of January, 2001
Notary: Monica Crilly

NOTARIAL SEAL
MONICA CRILLY, Notary Public
Altoona, Blair County, PA
My Commission Expires Aug. 27, 2001

Jeff Dillig

By:

FILED
JAN 22 2001
William A. Shaw
Prothonotary
By:

## NOT SERVED

On the _____, 200__, at _____ o'clock ___. M., Defendant NOT FOUND because:

____ Moved ____ Unknown ____ No Answer ____ Vacant

Other:

Sworn to and subscribed before me this 22nd day of January, 2001.

Notary:

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

FRANK FEDERMAN, ESQUIRE - I.D.#12248
One Penn Center - Suite 1400
Philadelphia, PA 19103
(215) 563-7000

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA**

RE: PNC MORTGAGE CORP. OF AMERICA )
CIVIL ACTION
)

vs.

DONALD L. WEITOISH CIVIL DIVISION
) NO. 00-1176-CD

**AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129**

COMMONWEALTH OF PENNSYLVANIA )
COUNTY OF CLEARFIELD ) **SS:**

I, FRANK FEDERMAN, ESQUIRE attorney for **PNC MORTGAGE CORP. OF AMERICA** hereby verify that on **DECEMBER 27, 2000** true and correct copies of the Notice of Sheriff's sale were served by certificate of mailing to the recorded lienholders, and any known interested party see Exhibit "A" attached hereto. Notice of Sale was sent to the Defendant(s) on **DECEMBER 27, 2000** by certified mail return receipt requested see Exhibit "B" attached hereto.

DATE: January 19, 2001

Frank Federman
FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

FILED

JAN 29 2001
013:00/noccc
William A. Shaw
Prothonotary

FILED

JAN 29 2001

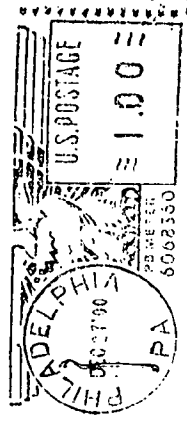
m 11:19/10 cc

William A. Shaw
Prothonotary

**Name and Address of Sender** ➡

FEDERMAN & PHELAN
Two Penn Center Plaza, Suite 900
Philadelphia, PA 19102

| Line | Article Number | Name of Addressee, Street, and Post Office Address | Postage | Fee |
|---|---|---|---|---|
| 1 | GMW | TENANT/OCCUPANT<br>RD #1, BOX 165A, WOODLAND, PA 16881 | | |
| 2 | | COMMONWEALTH OF PENNSYLVANIA<br>DEPT OF WELFARE, , P.O. BOX 2675, ,<br>HARRISBURG, PA 17105 | | |
| 3 | | CLEARFIELD COUNTY DOMESTIC<br>RELATIONS DEPARTMENT<br>CLEARFIELD COUNTY COURTHOUSE<br>230 EAST MARKET STREET, CLEARFIELD, PA 16830 | | |
| 4 | | CITIFINANCIAL, INC.<br>1341 S. ATHERTON STREET<br>STE 2<br>STATE COLLEGE, PA 16801 | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| 11 | | | | |
| 12 | | | | |
| 13 | | | | |
| 14 | | | | |
| 15 | | *DONALD L. WEITOISH* | | |
| Total Number of Pieces Listed by Sender | | | | |



7106 4575 1294 1899 0693

**TO:** DONALD L. WEITOISH
RD #1, BOX 165A
WOODLAND, PA 16881

**SENDER:** GMW

**REFERENCE:** DONALD L. WEITOISH

PS Form 3800, June 2000

| | | |
|---|---|---|
| RETURN RECEIPT SERVICE | Postage | |
| | Certified Fee | 2.65 |
| | Return Receipt Fee | 0.00 |
| | Restricted Delivery | 2.75 |
| | Total Postage & Fees | 5.75 |

US Postal Service

**Receipt for Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

2. Article Number

7106 4575 1294 1899 0693

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes X

1. Article Addressed to:

DONALD L. WEITOISH
RD #1, BOX 165A
WOODLAND, PA 16881

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No.

RE: DONALD L. WEITOISH

SENDER: GMW

PS Form 3811, June 2000 Domestic Return Receipt

"NOTICE PURSUANT TO RULE 3129"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

| | | |
|---|---|---|
| **PNC MORTGAGE CORP. OF AMERICA** | ) | |
| | ) | |
| Plaintiff | ) | CIVIL DIVISION |
| vs. | ) | |
| | ) | |
| **DONALD L. WEITOISH** | ) | |
| | ) | **NO. 00-1176-CD** |
| Defendant(s) | ) | |

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: **DONALD L. WEITOISH**
**RD #1, BOX 165A**
**WOODLAND, PA 16881**

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

Your house (real estate) at **RD #1, BOX 165A, WOODLAND, PA 16881,** is scheduled to be sold at the Sheriff's Sale on FRIDAY, MARCH 2, 2001 at 10:00 A.M. in the CLEARFIELD County Courthouse, 230 East Market Street, Clearfield, PA 16830 to enforce the court judgment of **$38,298.68** obtained by **PNC MORTGAGE CORP. OF AMERICA** (the mortgagee) against you. If the sale is postponed, the property will be re-listed for Sale.

**NOTICE OF OWNER'S RIGHTS**

YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE

To prevent this Sheriff's Sale, you must take immediate action:

1. The sale will be cancelled if you pay to the mortgagee the Back payments, late charges, costs and reasonable attorney's Fees due. To find out how much you must pay, you may call: **215-563-7000**

2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.

3. You may also be able to stop the sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See notice on page two on how to obtain an attorney.)

**YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE OTHER RIGHTS EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE.**

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling (215)563-7000.

2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.

3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call (215) 563-7000.

4. If the amount due from the Buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.

5. You have the right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At this time, the buyer may bring legal proceedings to evict you.

6. You may be entitled to a share of the money which was paid for your house. A proposed schedule of distribution of the money bid for your house will be prepared by the Sheriff not later than thirty (30) days after the sale. The schedule shall be kept on file with the Sheriff and will be made available for inspection in his office. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the filing of the proposed schedule.

7. You may also have other rights and defenses, or ways of getting your home back, if you act immediately after the sale.

**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 LISTED BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

**DAVID S. MEHOLICK**
**COURT ADMINISTRATOR**
**CLEARFIELD COUNTY COURTHOUSE**
**CLEARFIELD, PA 16830**

ALL THAT CERTAIN piece or parcel of land situate in the Township of Bradford, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in a dirt roadway at the southeastern corner of land conveyed to Wilbur G. and Karen S. Barger, husband and wife; thence along said private driveway South six (6) degrees forty-five (45) minutes West one hundred seventy-seven and six-tenths (177.6) feet to a point in other land of Paul A. and Maude A. Krise, husband and wife, herein, North eighty-three (83) degrees fifteen (15) minutes West three hundred (300) feet to a point in line of land of Ronald L. Krise and Lisa K. Krise, husband and wife, North six (6) degrees forty-five (45) minutes East one hundred seventy-seven and six-tenths (177.6) feet to a point in the line of land of Wilbur G. and Karen S. Barger, husband and wife, South eighty-three (83) degrees fifteen (15) minutes East three hundred (300) feet to a point in said dirt driveway and the place of beginning.

Tax Parcel # 106-007-000-00093

SEIZED, taken in execution to be sold as the property of DONALD L. WEITOISH, at the suite of PNC MORTGAGE CORP. OF AMERICA. JUDGMENT NO. 00-1176-CD.

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

Sheriff Docket # 10567

PNC MORTGAGE CORP OF AMERICA 00-1176-CD

VS.

WEITOISH, DONALD L. 00-1176-CD

WRIT OF EXECUTION REAL ESTATE

## SHERIFF RETURNS

NOW, JANUARY 19, 2001, 2:30 PM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS POSTED THIS DATE. PROPERTY WAS BOARDED UP.

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

NOW, JANUARY 29, 2001, DEPUTY SPOKE WITH POSTMASTER, DEFENDANT IS STILL GETTING MAIL AT ADDRESS, HOUSE IS EMPTY.

NOW, JANUARY 30, 2001, MAILED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY BY REGULAR AND CERTIFIED MAIL , #700 0600 0023 2701 1472, TO DEFENDANT.

NOW, JANUARY 31, 2000, SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON DONALD L. WEITOISH, DEFENDANT, AT HIS PLACE OF RESIDENCE, RR #1, BOX 165A, WOODLAND, PA, BY CERTIFIED MAIL #7000 0600 0023 2701 1472.

NOW, MARCH 2, 2001, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR FIFTEEN THOUSAND DOLLARS ($15,000.00) PLUS COSTS.

NOW, MARCH 30, 2001, RETURN WRIT AS A SALE BEING HELD WITH THE PLAINTIFF PURCHASING THE PROPERTY FOR FIFTEEN THOUSAND ($15,000.00) DOLLARS PLUS COSTS. PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS $179.43
SURCHARGE 20.00
PAID BY ATTORNEY

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

Sheriff Docket # 10567

PNC MORTGAGE CORP OF AMERICA 00-1176-CD

VS.

WEITOISH, DONALD L. 00-1176-CD

WRIT OF EXECUTION REAL ESTATE

## SHERIFF RETURNS

FILED

MAR 30 2001
m/11:30am
William A. Shaw
Prothonotary
GKES

Sworn to Before Me This
30th Day Of March 2001

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

So Answers,

by Margaret H. Pritt
Chester A. Hawkins
Sheriff

7000 0600 0023 2701 1472

**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** | $ .29 |

CLEARFIELD PA 16830 JAN 22 2001 USPS Postmark Here

*Name (Please Print Clearly) (to be completed by mailer)*
DONALD L. WEITOISH
*Street, Apt. No.; or PO Box No.*
RR #1 BOX 165A
*City, State, ZIP+4*
WOODLAND, PA 16881

PS Form 3800, July 1999 See Reverse for Instructions

**SENDER:** *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DONALD L. WEITOISH
RR #1 BOX 165A
Woodland, PA 16881

*COMPLETE THIS SECTION ON DELIVERY*

A. Received by *(Please Print Clearly)* Donald L Weitoish
B. Date of Delivery 1/31/01
C. Signature X Donald L Weitoish ☐ Agent ☐ Addressee
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
XX Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Copy from service label)* 7000 0600 0023 2701 1472 EX-10567

PS Form 3811, July 1999 Domestic Return Receipt 102595-00-M-0952

COPY

REAL ESTATE SALE

# REAL ESTATE SALE
## SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, MARCH 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 MARCH 2001, I ex-posed the within described real estate of DONALD L. WEITOISH

to public venue or outcry at which time and place I sold the same to PNC MORTGAGE CORP OF AMERI he being the highest bidder, for the sum of $ 15,000.00 + COSTS and made the following appropriations, viz:

**SHERIFF COSTS:**

| | $ |
|---|---|
| RDR | 15.00 |
| SERVICE | 15.00 |
| MILEAGE | 2.60 |
| LEVY | 15.00 |
| MILEAGE | 2.60 |
| POSTING | 15.00 |
| CSDS | 10.00 |
| COMMISSION 2% | |
| POSTAGE | 3.95 + 4.08 |
| 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 |
| BILLING | |
| TOTAL SHERIFF COSTS | $ 179.43 |

**DEED COSTS:**

| | |
|---|---|
| REG & REC | 15.50 |
| ACKNOWLEDGMENT | 5.00 |
| TRANSFER TAX 2% | — |
| TOTAL DEED COSTS | $ 20.50 |

**DEBT & INTEREST:**

| | |
|---|---|
| AMOUNT DUE | $ 38,298.68 |
| INTEREST FROM 12/15/00 TO SALE DATE PER DIEM $6.30 | |
| TOTAL | $ |

**COSTS:**

| | |
|---|---|
| ATTORNEY FEES | — |
| PRO SATISFACTION | — |
| ADVERTISING | $ 233.07 |
| LATE CHARGE & FEES | — |
| TAXES-Collector | 157.80 |
| TAXES-Tax Claim | — |
| COSTS OF SUIT-TO BE ADDED | $ — |
| LIST OF LIENS | $ 100.00 |
| MORTGAGE SEARCH | $ 35.00 |
| ACKNOWLEDGMENT | $ — |
| DEED COST | $ 20.50 |
| ATTORNEY COMMISSION | — |
| SHERIFF COSTS | $ 179.43 |
| LEGAL JOURNAL | $ 72.00 |
| REFUND OF ADVANCE | $ — |
| REFUND OF SURCHARGE | $ — |
| PROTHONOTARY | $ 150.93 |
| TOTAL COSTS | $ 948.73 |

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

COPY

CHESTER A. HAWKINS, SHERIFF