

00-1188-CD
Norwest Fin. Vs F. Bartley al

00

00-1186-CD
NORTHWEST FINANCIAL AMERICA, INC. -vs- FREDERICK A. BARTLEY, JR., et al

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

(114) NORWEST FINANCIAL AMERICA, INC,

Plaintiff,

v.

(34) FREDERICK A. BARTLEY, JR. and
(84) SUE ELLEN BARTLEY (84)

Defendants

TO: DEFENDANT:

YOU ARE HEREBY NOTIFIED TO PLEAD TO THE
ENCLOSED COMPLAINT WITHIN TWENTY (20) DAYS
FROM SERVICE HEREOF OR A DEFAULT JUDGMENT
MAY BE ENTERED AGAINST YOU.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

ATTORNEYS FOR PLAINTIFF

I HEREBY CERTIFY THE ADDRESS OF PLAINTIFF IS:

c/o Weltman, Weinberg & Reis Co., L.P.A.
2601 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

AND THE DEFENDANT ARE:

3013 Maple Avenue, Altoona, PA 16601 (Fred)
400 Spring Street, Houtzdale, PA 18851 (Sue)

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

ATTORNEYS FOR PLAINTIFF

I HEREBY CERTIFY THAT THE LOCATION OF THE REAL
ESTATE AFFECTED BY THIS LIEN IS:

RD 1, Box 540
Coalport, PA 18627
Twp. of Beccaria

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

ATTORNEYS FOR PLAINTIFF

NO. 00-1188-CD

ISSUE NO.:

CODE:

TYPE OF PLEADING:

**COMPLAINT IN MORTGAGE
FORECLOSURE**

FILED ON BEHALF OF:
PLAINTIFF

COUNSEL OF RECORD FOR THIS
PARTY:

JON A. McKECHNIE, ESQUIRE
Pa. I.D. #36268

WELTMAN, WEINBERG & REIS CO., L.P.A.
Firm #339
2601 KOPPERS BUILDING
436 SEVENTH AVENUE
PITTSBURGH, PA 15219
(412) 434-7955
WWR#01991435

FILED

SEP 25 2000

William A. Shaw
Prothonotary

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

NORWEST FINANCIAL AMERICA, INC,

Plaintiff,

NO:

v.

FREDERICK A. BARTLEY, JR. and
SUE ELLEN BARTLEY,

Defendants

NOTICE TO DEFEND

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:

**PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
800-692-7375**

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

NORWEST FINANCIAL AMERICA, INC,

Plaintiff,

NO:

v.

FREDERICK A. BARTLEY, JR. and
SUE ELLEN BARTLEY,

Defendants

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

And now, comes Plaintiff, Norwest Financial America, Inc., by and through its attorneys, WELTMAN, WEINBERG & REIS CO., L.P.A., and files this Complaint in Mortgage Foreclosure, averring in support thereof the following:

1. The Plaintiff is Norwest Financial America, Inc., lending institution duly authorized to conduct business within the Commonwealth of Pennsylvania (hereinafter "Plaintiff").
2. The Defendants are Frederick A. Bartley, Jr. and Sue Ellen Bartley, adult individuals whose last known address is 3013 Maple Avenue, Altoona, PA 16601 and 400 Spring Street, Houtzdale, PA 18851, respectively.
3. On or about October 6, 1999, the Defendants executed a Note ("Note") in the original principal amount of \$53,396.75. A true and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.
4. On or about October 6, 1999, as security for payment of the aforesaid Note, the Defendants made, executed and delivered to Plaintiff, a Mortgage in the original principal amount of \$53,396.75 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on October 13, 1999 in Instrument Number 199917016. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "B", attached hereto and made a part hereof.

5. The Defendants are the current record and real owners of the aforesaid mortgaged premises.

6. The Defendants are in default under the terms of the aforesaid Note and Mortgage.

7. Demand for payment has been made upon the Defendants by Plaintiff, but Defendants were unable to pay the principal balance, interest or any other portion thereof to Plaintiff.

8. Plaintiff was not required to send Defendants written notice of Plaintiff's Intention to Foreclose Mortgage pursuant to 41 P.S. §403 (Act 6 of 1974) prior to the commencement of this action for the reason that said Mortgage is not a "residential mortgage" as defined in to 41 P.S. §101.

9. Plaintiff was not required to send Defendants written notice pursuant to 35 P.S. §1680.403c (Homeowner's Emergency Mortgage Assistance Act of 1983-Act 91 of 1983) prior to the commencement of this action for the reason that the mortgage premises is not the principal residence of the Defendants [35 P.S. §1680.401(a)(1)].

10. The amount due and owing Plaintiff by Defendants are as follows:

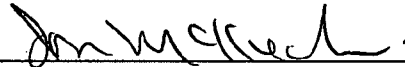
Principal	\$ 52,043.40
Interest thru 9/7/00	\$ 2,402.39
Attorneys' Fees	<u>\$ 1,000.00</u>
TOTAL	\$ 55,445.79

11. Contemporaneously hereunder, Defendants have been advised of their right to dispute the validity of this debt or any part thereof, pursuant to the Fair Debt Collection Practices Act 30 Day Notice, attached hereto marked Exhibit "D" and made a part hereof.

WHEREFORE, Plaintiff demands judgment in Mortgage Foreclosure for the amount due of \$55,445.79, with interest thereon at the rate of \$27.21 per diem from September 7, 2000, plus costs, in addition to late charges and for foreclosure and sale of mortgaged premises.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

WELTMAN, WEINBERG & REIS CO., L.P.A.

A handwritten signature in black ink, appearing to read "Jon McKechnie", is written over a horizontal line.

Jon A. McKechnie, Esquire
Pa. I.D. #36268
Attorneys for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

NOTE AND SECURITY AGREEMENT (including Loan Statement)

IDENTIFICATION OF PARTIES: We use the words you and your to mean the Borrowers and anyone else who signs this Note and Security Agreement. The words we, us, and our refer to the Creditor.

YOUR ACCOUNT IS PAYABLE TO THE CREDITOR SHOWN BELOW

NORWEST FINANCIAL AMERICA, INC.
PARK HILLS PLAZA, D-2
ALTOONA, PA 16802

Account Number 46388617	Type A	Residence Address (if not same)
Borrower (Name and Address) BARTLEY JR. MR. FREDERICK A. SUE RD1 BOX 540 COALPORT, PA. 16827		
Date of Loan 10/08/88	First Payment Due Date 11/12/88	Other Same Day of Each Month
Final Payment Due Date 10/12/09	First Payment \$ 783.00	Other Payments \$ 763.00
Number of Monthly Payments 120		
14.88 % ANNUAL PERCENTAGE RATE: the cost of your credit as a yearly rate. \$ 43502.92 FINANCE CHARGE: the dollar amount the credit will cost you. \$ 48057.08 Amount Financed: the amount of credit provided to you or on your behalf. \$ 81560.00 Total of Payments: the amount you will have paid after you have made all payments as scheduled.		
Prepayment: If you pay off early, you will not have to pay a penalty and you will not be entitled to a refund of part of the finance charge. Security: You are giving us a security interest in the property indicated below. <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Household Goods <input type="checkbox"/> Household Goods & Sports/Recreation Equipment <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> The Goods or Property Being Purchased <input type="checkbox"/> Other Property:		
See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.		
11.90 % Rate of Interest Per Year \$ 53386.75 Principal Amount of Loan \$ 38183.25 Interest \$ 5338.67 Points (Prepaid Finance Charge)		
ITEMIZATION OF AMOUNT FINANCED \$ 5338.87 PREPAID FINANCE CHARGE \$ 48057.08 AMOUNT FINANCED (Sum of amounts shown below) \$ 1988.88 AMOUNT PAID ON YOUR ACCOUNT \$ 0.00 AMOUNT GIVEN TO YOU DIRECTLY AMOUNTS PAID TO OTHERS ON YOUR BEHALF \$ NONE To Ins. Co. for Life Insurance (Single)* \$ NONE To Ins. Co. for Life Insurance (Joint)* \$ NONE To Ins. Co. for Accident & Health Insurance (Single)* \$ NONE To Ins. Co. for Accident & Health Insurance (Joint)* \$ NONE To Ins. Co. for Household Goods Insurance* \$ 31.00 To Public Officials for Security Interest Fees \$ 230.00 To Appraiser for Appraisal \$ 552.75 To Ins. Co. for Title Insurance \$ NONE For Title Exam To \$ NONE To Credit Reporting Agency for Credit Report \$ 1,683.81 To CIAL BANK \$ 2,418.83 To BELL PENELEC CREDIT UNION \$ 650.35 To TAX CLAIM BUREAU \$ 37,303.58 To GREENTREE \$ 3,102.56 To JOSEPH COLAVECCHI \$ 86.32 To NORWEST 54524661 \$ To		

Closed By *SLV*

YOUR PROMISE TO PAY. To repay your loan, you promise to pay the Principal Amount of Loan shown above together with interest at the Rate of Interest Per Year until fully paid. The Principal Amount of Loan includes the Amount Financed plus any Points. The Finance Charge consists of the interest plus any Points. Any Points are withheld from the proceeds of your loan and must be paid in full to satisfy this Note and Security Agreement. You authorize the disbursement of the loan proceeds as shown above.

TERMS OF REPAYMENT. You agree to repay this loan at our office in installments each month according to the terms of repayment shown above. The final installment is equal to the unpaid Principal Amount of Loan plus any unpaid interest and Points. Each payment will be applied first to interest due on the date of payment and then to the Principal Amount of Loan. Payment in advance may be made in any amount at any time.

RATE OF CHARGE. The Rate of Charge Per Year for purposes of Pennsylvania law is the Annual Percentage Rate shown above and you agree to pay this rate. The Rate of Interest Per Year also shown above is computed monthly on the unpaid balance of the Principal Amount of Loan. The Rate of Interest Per Month is one-twelfth of the Rate of Interest Per Year. When computing charges, a month runs from one day in a month to the same day in the next month and if there is no such day, then to the last day of such next month. A day is considered one-thirtieth of a month when computing charges for a fraction of a month.

YOU GRANT US A SECURITY INTEREST. You give us a security interest in your property described below. This property is called collateral. The purpose of this security interest is to protect us if you don't repay your loan described above or if you break any promise made in this Note and Security Agreement.

THE PARAGRAPHS CHECKED BELOW DESCRIBE THE COLLATERAL COVERED BY THIS NOTE AND SECURITY AGREEMENT:

☒ (a) All of the household goods and sports/recreation equipment of every kind now located at the Borrowers' residence address shown above, except those items prohibited by the Federal Trade Commission's Credit Practices Rule (explained in the paragraph on the reverse side titled "Credit Practices Rule"). If you have more than one radio or television, you are including the least valuable radio and least valuable television and giving us a security interest in the remaining radio(s) and television(s).

☒ (b) The following property located at the Borrowers' residence address indicated above:

☒ (c) A motor vehicle described as follows:

Make	Year Model	Style Body	Engine or Motor No.	License Number
NONE				

REVERSE SIDE. The additional terms printed on the reverse side are a part of this Note and Security Agreement and you are bound by them in the same manner as if they were printed on the front of this Note and Security Agreement.

SIGNATURES. If you agree to be bound by the terms of this Note and Security Agreement, please sign your name below. All persons signing this Note and Security Agreement will be fully responsible for paying it in full.

YOU ACKNOWLEDGE THE EXISTENCE OF A SEPARATE ARBITRATION AGREEMENT SIGNED CONCURRENTLY WITH THIS NOTE AND SECURITY AGREEMENT, AND YOU SPECIFICALLY AGREE TO BE BOUND BY ITS TERMS.

Frederick A. Bartley Jr.
Frederick A. Bartley

SIGN HERE

SIGN HERE

SIGN HERE

SIGN HERE

ORIGINAL
PA-2021-0200

EXHIBIT A

OPEN-END MORTGAGE THIS MORTGAGE SECURES FUTURE ADVANCES.

This mortgage made this 6TH day of OCTOBER, 1999, by FREDERICK A. BARTLEY JR AND SUE ELLEN husband and wife, Mortgagors, to Norwest Financial America, Inc., Mortgagee, Witnesseth:

WHEREAS, the said Mortgagors are indebted on their promissory note of even date evidencing a loan made to Mortgagors and payable to the Mortgagee in the principal amount of \$53,386.75 (Principal Amount of Loan) plus interest as provided therein, and is payable in installments according to the terms thereof, the final payment of which is due on OCTOBER 12, 2008.

NOW, THEREFORE, in consideration of said loan and to further secure the payment of said note and any future note or notes executed and delivered to Mortgagee by Mortgagors at any time before the indebtedness secured hereby shall be paid in full, evidencing either a future loan by Mortgagee or a refinancing of any unpaid balance of the Note above described, or renewal thereof, or both such future loan and refinancing, provided, however, that the maximum principal amount which may be secured by the Mortgage may not exceed the sum of \$200,000 plus accrued and unpaid interest, the Mortgagors do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate located in

CLEARFIELD County, Pennsylvania.

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BECCARIA IN THE COUNTY OF CLEARFIELD AND THE COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 5/31/95 AND RECORDED 06/14/95, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1682 AND PAGE 414.

ADDRESS: RR 2 BOX 540; COALPORT, PA 16627 TAX MAP OR PARCEL ID NO.: 101-K18-9-0-13781

To have and to hold the same unto, and for the use of said Mortgagee, and assigns.

Provided, however, that if the said Mortgagors pay and perform, according to the terms and conditions of said note or notes, then the estate hereby conveyed and granted shall cease and become void.

Mortgagors shall pay all taxes and assessments on said property and provide receipts therefor upon Mortgagee's demand. Mortgagors shall not sell, convey or transfer the above described real estate or any portion thereof without Mortgagee's prior written consent and any such sale, conveyance or transfer without Mortgagee's prior written consent shall constitute a default under the terms hereof. Mortgagors shall keep all buildings on said property insured against loss or damage by fire, wind and any other peril designated by Mortgagee in an amount approved by Mortgagee, and Mortgagee shall be named as a loss payee on such insurance as its interests may appear, and Mortgagors shall furnish proof of such insurance to Mortgagee upon demand.

But in case of default of such payment or performance at any time or in any particular, every sum to be paid as aforesaid shall upon 30 days written notice of intention as required by law, become due and payable forthwith, and an action of mortgage foreclosure or other lawful writ or writs thereon may be issued, and prosecuted to judgment and execution, for the same, with all damages for default and costs, and with reasonable attorney's fees to the extent and in the amount permitted by law. Mortgagors, and each of them hereby waive and release all benefit and relief from any and all appraisal, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagors, or limiting the balance due under said promissory note to a sum not in excess of the amount actually paid by the purchaser of the mortgaged premises at a sale thereof in any judicial proceedings upon said promissory note or upon this mortgage, or exempting the mortgaged premises or any other premises or property, real or personal, or any part of the proceeds of sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution or other process.

Witness the hands and seals of the said Mortgagors

Nancy Daughenbaugh

Frederick A. Bartley Jr.

(Seal)

Sue Ellen Bartley

(Seal)

Commonwealth of Pennsylvania

County of BLAIR

ss

On this 6th day of October, 1999, before me, Elizabeth L. Frantz, a Notary Public, personally appeared Frederick A. Bartley Jr and Sue Ellen Bartley, known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that t(h)e) executed the same for the purposes therein contained, and desired the same to be recorded as such.

Witness my hand and seal the day and year above said.

NOTARIAL SEAL
ELIZABETH L. FRANTZ
Notary Public

Altoona, Blair County PA

My Commission Expires August 17, 2002

Elizabeth L. Frantz
Notary Public

Nancy Daughenbaugh

do hereby certify that the precise business address of the Mortgagee herein is

Park Hills Plaza Altoona, PA 16602

Witness my hand this 6th day of October, 1999.

Nancy Daughenbaugh
Agent of Mortgagee

07. 10. 00 09:13 AM *NORWEST580
N.R.E.I.S. 7/6/00 1:39 PAGE 5/5 NREIS
D000-035949 BARTLEY, FREDERICK A. J

P04

EXHIBIT A

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF
BECCARIA IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF
PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED
05/31/1995 AND RECORDED 06/14/1995, AMONG THE LAND RECORDS
OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME
1682 AND PAGE 414.

ADDRESS: RR 2 BOX 540, COALPORT, PA 16627 TAX MAP OR
PARCEL ID NO.: 101-K16-9-0-13791

FAIR DEBT COLLECTION PRACTICES ACT 30 DAY NOTICE

By law, this law firm is required to advise you that unless within 30 days after receipt of this notice you dispute the validity of this debt or any portion thereof, the debt will be assumed to be valid by us. If said notification is sent to us in writing, we are required to provide you with verification of the debt. In the event within a 30-day period you request in writing the name of the original creditor, it will be provided to you if different from the current creditor. In the event that you dispute the debt and/or request the name of the original creditor in writing within the 30-day period, no further action will be taken to obtain Judgment in the pending lawsuit until the verification and/or name of the original creditor has been provided to you.

This law firm is attempting to collect this debt for our client and any information obtained will be used for that purpose.

The above Notice is being given pursuant to the Fair Debt Collection Practices Act and is separate and distinct from the foregoing Complaint which must be responded to in conformity with the instructions therein. Because of the difference in time parameters, we will not move for Default Judgment for at least thirty (30) days from the date of service of this Complaint upon you, and if you request verification, we will not move for Default judgment until a reasonable time after verification has been provided, and after the expiration of the thirty (30) day period from the date of service.

EXHIBIT C

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA.C.S. § 4904 relating to unsworn falsifications to authorities, that he/she is Elizabeth L. Frantz,
Branch Manager Wells Fargo Financial America Inc
of f/k/a Norwest Financial America plaintiff herein,
(TITLE) (COMPANY)

that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.


(Signature) Elizabeth L. Frantz

01991435

FILED

SEP 25 2000
William A. Shaw
Prothonotary

McKenna

PD 588.00

cc Sherry

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10214

NORWEST FINANCIAL AMERICA, INC.

00-1188-CD

VS.

BARTLEY, FREDERICK JR. AI

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW OCTOBER 10, 2000 AT 9:39 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SUE ELLEN BARTLEY, DEFENDANT AT RESIDENCE, 400 SPRING ST., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SUE ELLEN BARTLEY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO.

NOW OCTOBER 4, 2000, LARRY FIELD, SHERIFF OF BLAIR COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON FREDERICK A. BARTLEY, DEFENDANT.

NOW OCTOBER 12, 2000 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON FREDERICK A. BARTLEY, DEFENDANT BY DEPUTIZING THE SHERIFF OF BLAIR COUNTY. THE RETURN OF SHERIFF FIELD IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

Return Costs

Cost	Description
52.93	SHFF. HAWKINS PAID BY: ATTY.
29.50	SHFF. FIELD PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10214

NORWEST FINANCIAL AMERICA, INC.

00-1188-CD

VS.


BARTLEY, FREDERICK JR. AI

COMPLAINT IN MORTGAGE FORECLOSURE


SHERIFF RETURNS

Sworn to Before Me This

25th Day Of October 2000


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

So Answers,


by Mandy Harris
Chester A. Hawkins
Sheriff

FILED

OCT 25 2000

01400
William A. Shaw
Prothonotary

DATE RECEIVED

DATE PROCESSED

SHERIFF'S DEPARTMENT

BLAIR COUNTY, PENNSYLVANIA
COURTHOUSE, HOLLIDAYSBURG, PA. 16648

SHERIFF SERVICE PROCESS RECEIPT, and AFFIDAVIT OF RETURN

INSTRUCTIONS:

Print legibly, insuring readability of all copies.

Do not detach any copies.

BCSD ENV.#

I 60-13

1. PLAINTIFF / S / Norwest Financial		2. COURT NUMBER 00-188-CD
3. DEFENDANT / S / Frederick A. Bartley JR.		4. TYPE OF WRIT OR COMPLAINT MORT. FORE.
SERVE AT	5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD. Frederick Bartley JR	
	6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code) 3013 maple ave Altoona	
7. INDICATE UNUSUAL SERVICE: <input type="checkbox"/> PERSONAL <input type="checkbox"/> PERSON IN CHARGE <input type="checkbox"/> DEPUTIZE <input type="checkbox"/> CERT. MAIL <input type="checkbox"/> REGISTERED MAIL <input type="checkbox"/> POSTED <input type="checkbox"/> OTHER		

NOW, _____, I, SHERIFF OF BLAIR COUNTY, PA., do hereby deputize the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.

SHERIFF OF BLAIR COUNTY

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN — Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriffs' sale thereof.

9. SIGNATURE of ATTORNEY or other ORIGINATOR requesting service on behalf of: Aultman, Weinberg & Reis @leaffield	10. TELEPHONE NUMBER	11. DATE
<input type="checkbox"/> PLAINTIFF <input type="checkbox"/> DEFENDANT		

SPACE BELOW FOR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE

12. I acknowledge receipt of the writ or complain' as indicated above.		SIGNATURE of Authorized BCSD Deputy or Clerk and Title Diane L. Wilf		13. Date Received 10/10/00	14. Expiration/Hearing date 11/9/00											
15. I hereby CERTIFY and RETURN that I <input checked="" type="checkbox"/> have personally served, <input type="checkbox"/> have served person in charge, <input type="checkbox"/> have legal evidence of service as shown in "Remarks" (on reverse) <input type="checkbox"/> have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by hand in/for Posting a TRUE and ATTESTED COPY thereof.																
16. <input type="checkbox"/> I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)																
17. Name and title of individual served FREDRICK BARTLEY JR.				18. A person of suitable age and discretion then residing in the defendant's usual place of abode. <input type="checkbox"/>	Read Order <input type="checkbox"/>											
19. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code) SOME				20. Date of Service 10-12-00	21. Time 1820											
22. ATTEMPTS	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	
1	10/11															
23. Advance Costs \$150.00		24. 2311		25. \$750		26. 2.00		27. Total Costs 29.50		28. COST FOR REFUND 120.50						

30. REMARKS

SO ANSWER.

AFFIRMED and subscribed to before me this

13th

day of

October, 2000

Carol Grieco

NOTARY PUBLIC

Notarial Seal
Carol Grieco, Notary Public
Freedom Twp., Blair County
Commission Expires Feb. 3, 2003

By (Sheriff/Dep. Sheriff) (Please Print or Type)

Signature of Sheriff

JERRY T. HARTON

SHERIFF OF BLAIR COUNTY

Date

10-12-00

Date

MY COMMISSION EXPIRES

Member, Pennsylvania Association of Notaries

I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED ISSUING AUTHORITY AND TITLE.

39. Date Received

SHERIFF'S RETURN OF SERVICE

- () (1) The within _____
upon _____, the within named
defendant by mailing to _____
by _____ mail, return receipt requested, postage
prepaid _____ on the _____
a true and attested copy thereof at _____

The return receipt signed by _____
defendant on the _____ is hereto attached and
made part of this return.

- () (2) Outside the Commonwealth, pursuant to Pa. R.C.P. 405 (c) (1) (2), by mailing a true and
attested copy thereof at _____

in the following manner.

- () (a) To the defendant by () registered () certified mail, return receipt requested,
postage prepaid, addressee only on the _____
said receipt being returned NOT signed by defendant, but with a notation by the Postal
Authorities that defendant refused to accept the same. The returned receipt and envelope
is attached hereto and made part of this return.

And thereafter:

- () (b) To the defendant by ordinary mail addressed to defendant at same address, with the
return address of the Sheriff appearing thereon, on the _____

I further certify that after fifteen (15) days from the mailing date, I have not received said
envelope back from the Postal Authorities. A certificate of mailing is hereto attached as a
proof of mailing.

- () (3) By publication in a daily publication of general circulation in the County of **Blair**,
Commonwealth of Pennsylvania, _____ time (s) with publication appearing

The affidavit from said publication is hereto attached.

- () (4) By mailing to _____
by _____ mail, return receipt requested, postage prepaid,
on the _____
a true and attested copy thereof at _____

The _____ returned by the Postal

Authorities marked _____
is hereto attached.

- () (5) Other _____

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

114
NORWEST FINANCIAL AMERICA, INC.,

Plaintiff

No.: 00-1188 CD

34
94
vs.

FREDERICK A. BARTLEY, JR., and
SUE ELLEN BARTLEY,

Defendant(s)

TYPE OF PLEADING:

**PRAECIPE TO SETTLE AND
DISCONTINUE**

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

JON A. McKECHNIE
PA I.D. #36268
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#01991435

FILED

DEC 18 2000

William A. Shaw
Prothonotary

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

NORWEST FINANCIAL AMERICA, INC.,

Plaintiff

No.: 00-1188-CD

vs.

FREDERICK A. BARTLEY, JR., and
SUE ELLEN BARTLEY,

Defendant(s)

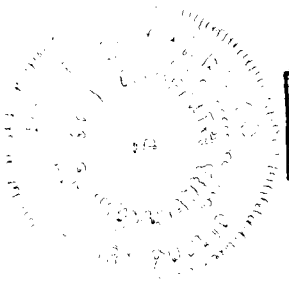
PRAECIPE TO SETTLE AND DISCONTINUE

PROTHONOTARY:

Kindly settle and discontinue the above-captioned matter and mark the docket accordingly.

Respectfully submitted:

Weltman, Weinberg & Reis Co., L.P.A.



Notarial Seal
Beth A. Valecko, Notary Public
Pittsburgh, Allegheny County
My Commission Expires July 19, 2004
Member, Pennsylvania Association of Notaries

By:

JON A. MCKECHNIE

PA I.D. #36248

Weltman, Weinberg & Reis Co., L.P.A.

2718 Koppers Building

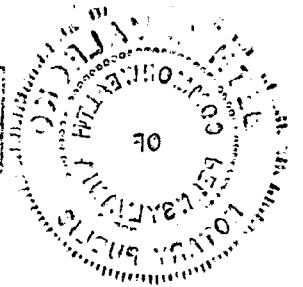
436 7th Avenue

Pittsburgh, PA 15219

(412) 434-7955

Sworn and subscribed before
This 12th day of Dec, 2000

Notary Public



My Commission Expires July 18, 2004
Joseph Houshmand Association of Attorneys
Isabel A. Velez, Notary Public
Notary Seal

FILED

DEC 18 2000

William A. Shaw
Prothonotary

to City of New Orleans
copy to LA 3

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Norwest Financial America, Inc.
Plaintiff(s)

Vs.

No. 00-1188-CD

Frederick A. Bartley, Jr., and
Sue Ellen Bartley
Defendant(s)

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County
and Commonwealth aforesaid do hereby certify that the above case was this day, the
18th of December A.D. 2000, marked:

Settled and Discontinued.

Record costs in the sum of \$182.43 have been paid in full by Jon a. McKechnie,
Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at
Clearfield, Clearfield County, Pennsylvania this 18th day of December A.D. 2000.

Prothonotary