

00-1339-CD
BANKONE, NATIONAL ASSOCIATION -vs- RICHARD E. DEMOULIN, JR.

(13) BANKONE, NATIONAL ASSOCIATION, TRUSTEE

Plaintiff

(82) vs. (82)
RICHARD E. DEMOULIN, JR.
Defendant

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

06-1339-00

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

NOTICE

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 the 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 claim 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 LAWYER REFERRAL SERVICE
PENNSYLVANIA BAR ASSOCIATION P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

A V I S O

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

SI NO CONOCE A UN ABOGADO, LLAME AL "LAWYER REFERENCE SERVICE" (SERVICIO DE REFERENCIA DE ABOGADOS), (215) 238-6300.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE
PENNSYLVANIA BAR ASSOCIATION P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

FILED

OCT 31 2000

William A. Shaw
Prothonotary

Plaintiff

VS.

RICHARD E. DEMOULIN, JR. ,
Defendant

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

CIVIL ACTION LAW
ACTION OF MORTGAGE FORECLOSURE

PURCELL, KRUG & HALLER
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178
Attorney I.D.# 15700
Attorney for Plaintiff

BANKONE, NATIONAL ASSOCIATION, TRUSTEE ,
Plaintiff

vs.

RICHARD E. DEMOULIN, JR.,
Defendant

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

:
: CIVIL ACTION - LAW

:
: ACTION OF MORTGAGE FORECLOSURE
:
:
:

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, BANKONE, NATIONAL ASSOCIATION, TRUSTEE, is a corporation, acting through its servicing agent Homecomings Financial Network, Inc., with an address of 9275 SKY PARK, COURT, SUITE 300, SAN DIEGO, CALIFORNIA 92123.
2. Defendant, RICHARD E. DEMOULIN, JR., is an adult individual, whose last known address is RR #1, BOX 830R, COALPORT, PENNSYLVANIA 16627.
3. On or about, September 13, 1999 the said Defendant executed and delivered a Mortgage Note in the sum of \$44,900.00 payable to NORTH AMERICAN MORTGAGE COMPANY which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendant made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to BANK ONE, NATIONAL ASSOCIATION, TRUSTEE and will be sent for recording.
5. The land subject to the Mortgage is: RR #1, BOX 830R COALPORT, PENNSYLVANIA 16627 and is more particularly described in Exhibit "B" attached hereto.
6. The Mortgage is in default due to the fact that Mortgagor has failed to pay the installment due on July 1, 2000 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$44,760.67
Interest at \$14.45 per day From 06/01/2000 To 11/01/2000 (based on contract rate of 11.625%)	\$2,210.85
Accumulated Late Charges	\$0.00
Late Charges at \$22.45 Per Month for 5 months	\$112.25
Escrow Balance	\$0.00
Attorney's Fee at 5.0% of Principal Balance	\$2,238.03
	<hr/> \$49,322.10

**Together with interest at the per diem rate noted above after November 1, 2000 and other charges and costs to date of Sheriff's Sale. 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 that are actually incurred by Plaintiff.

8. No judgement has been entered upon said Mortgage in any jurisdiction..
9. Plaintiff has complied with the notice procedures required by Pennsylvania Act 160 of 1998 by sending to each Defendant, by regular mail, a copy of the Combined Act 6/91 Notice. A true and correct copy of the Combined Act 6/91 Notice, along with a copy of the Certificate of Mailing, is attached hereto as Exhibit "C".
10. Defendant is not a member of the Armed Forces of the United States of America, nor engaged in any way which would bring him within the Soldiers and Sailors Relief Act of 1940, as amended.
11. The Defendant has either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or has been determined by the Pennsylvania Housing Finance Agency not to qualify for Mortgage Assistance.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 11.625% (\$14.45 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: 

PURCELL, KRUG & HALLER

Leon P. Haller, Esquire

Attorney for Plaintiff

I.D. # 15700

1719 N. Front Street

Harrisburg, PA 17102

(717-234-4178)



N
O
T
E

LCNT
Q80

5679186-860

NOTE

SEPTEMBER 13, 1999
(Date)

PATTON

(City)

PENNSYLVANIA
(State)

LOT 52 & LOT 53 PINE ST, COALPORT, PA 18627
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 44,900.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is NORTH AMERICAN MORTGAGE COMPANY

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 11.625 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1ST day of each month beginning on NOVEMBER 01 1999. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on OCTOBER 01, 2029, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 3983 AIRWAY DRIVE, SANTA ROSA, CA 95403

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 448.83

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and

MULTISTATE FIXED RATE NOTE - Single Family - FRMA/FRMC Uniform Instrument

Form 3208 12/97

VMP MORTGAGE FORMS • (313)293-8100 • 1800982

Page 1 of 2

Initials: *[Signature]*



Exhibit "A"

all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(L) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

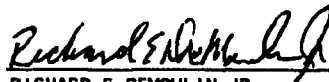
10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 (Seal)
RICHARD E. DEMOULIN JR.
SSN: 238-23-1782
-Borrower

____ (Seal)

SSN: _____
-Borrower

____ (Seal)

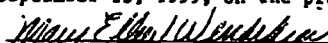
SSN: _____
-Borrower

____ (Seal)

SSN: _____
-Borrower

This is to certify that this is the Note described in and secured by a Deed of Trust dated September 13, 1999, on the property located in Clearfield County, Pennsylvania.

[Sign Original Only]


Notary Public

6-5R(10)05.03

Notarial Seal
Mary Ellen Wendaker, Notary Public
Patton Boro. Cambria County
My Commission Expires Nov. 13, 2000
Member Pennsylvania Association of Notaries

Page 2 of 2

Form 3280 12/89

5677186

ALL those two (2) certain lots or parcels of land, situate in the Village of Blain City, Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

PARCEL NUMBER 1: Beginning at a post on the Westerly line of Pine Street at the Southeastern corner of Lot Number 51, such post being located North 09 Degrees West a distance of 120 feet from the Northwest corner of the intersection of Pine Street and Chestnut Street; then South 09 Degrees East along the Westerly line of Pine Street for a distance of 60 feet to a post at the Northeastern corner of Lot Number 53; then South 81 Degrees West along the Northerly line of Lot Number 53 for a distance of 200 feet to a post at the Northwestern corner of Lot Number 53 on the Easterly line of an alley; then North 09 Degrees West along the Easterly line of said alley for a distance of 60 feet to a post at the Southwestern corner of Lot Number 51 on the Easterly line of said alley; then North 81 Degrees East along the Southerly line of Lot Number 51 for a distance of 200 feet to a post and the place of beginning.

This lot or parcel of land is known as Lot Number 52 on the tracing of the map of the Dotts & Shaw Addition to the Village of Blain City, Beccaria Township, Clearfield County, Pennsylvania as recorded in Clearfield County, Pennsylvania in Miscellaneous Book 52, Page 47.

PARCEL NUMBER 2: Beginning at a post on the Westerly line of Pine Street at the Southeastern corner of Lot Number 52, such post being located South 09 Degrees East a distance of 60 feet from the Southeast corner Lot Number 51; then South 09 Degrees East along the Westerly line of Pine Street for a distance of 60 feet to a post at the Northeastern corner of the intersection of Pine Street and Chestnut Street; then South 81 Degrees West along the Northerly line of Chestnut Street for a distance of 200 feet to a post at the Northeastern corner of the intersection of an alley and Chestnut Street; then North 09 Degrees West along the Easterly line of said alley for a distance of 60 feet to a post at the Southwestern corner of Lot Number 52 on the Easterly line of said alley; then North 81 Degrees East along the Southerly line of Lot Number 51 for a distance of 200 feet to a post and the place of beginning.

This lot or parcel of land is known as Lot Number 53 on the tracing of the map of the Dotts & Shaw Addition to the Village of Blain City, Beccaria Township, Clearfield County, Pennsylvania as recorded in Clearfield County, Pennsylvania in Miscellaneous Book 52, Page 47.

PARCEL NUMBER 1 and PARCEL NUMBER 2 being collectively further identified on the Clearfield County, Pennsylvania Tax Assessment Records as Tax Map No. 101-H17-417-00053.

SCHEDULE "A"

Exhibit "B"

August 08, 2000

Certified Mail, Return Receipt Requested

Richard E Demoulin Jr
RR1 BOX 830 R
Coalport, PA 16627

Re: Property Address: Lot 52 & Lot 53 Pine St
Coalport, PA 16627

Loan Number: 0431629542

A default exists under the above referenced Mortgage/Deed of Trust loan agreement. The action required to cure the default is the payment of all sums due under the Mortgage/Deed of Trust loan agreement. As of the date of this letter the total amount due is \$ 1,031.35. That sum includes the following:

2 payments totaling:	\$ 897.86
Late charges:	\$ 133.49
Other fees and/or costs	N/A
Unapplied Funds :	N/A

The total amount due shown above is subject to further increases for additional monthly payments, late charges, attorney fees, and/or other fees and cost which may become due, after the date of this letter. To obtain an update of the total amount due to cure this default, contact us at 1-800-206-2901.

TO CURE THIS DEFAULT, SEND YOUR CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED CHECK IN THE AMOUNT OF \$ 1,031.35 BY September 07, 2000 TO THE FOLLOWING ADDRESS: HomeComings Financial Network, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 2445 W. Dunlap Avenue, Suite 100 Phoenix, AZ 85021-2803.

If the default is not cured within thirty (30) days of the mailing of this letter, the lender, without further notice or demand, will accelerate the maturity date of the Note and declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable. The lender then intends to have the property sold at a public foreclosure sale. After acceleration, a curing of the default and reinstatement of the loan will be permitted up to the time of the sale by paying the past due monthly payments and other sums then due under the Mortgage/Deed of Trust loan agreement and by complying with all terms of reinstatement.

You have the right to bring a court action to assert the nonexistence of a default or any other defense that may exist to prevent acceleration and sale of the property.

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.

Sincerely,

Loan Counseling Department

HLH

Exhibit "C"

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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.

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 EN 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 INMEDIATAMENTE LLAMANDA 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.

Date: August 08, 2000

TO: Richard E Demoulin Jr
RR1 BOX 830 R
Coalport, PA 16627

Premises: Lot 52 & Lot 53 Pine St
Coalport, PA 16627

Re: Loan Number: 0431629542
FROM: HomeComings Financial Network

HOMEOWNERS' 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.

TEMPORARY STAY OF FORECLOSURE -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time, you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT 30 DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

LENDER CONTACT IN REGARDS TO PENNSYLVANIA HOUSING FINANCIAL ASSISTANCE

HomeComings Financial Network
9275 Sky Park Court
San Diego, CA 92123
Attn: Loss Mitigation Department, Steven Roark
Phone: 1-888-810-4687, ext. 5130

ALL CORRESPONDENCE REGARDING PHFA ASSISTANCE SHOULD BE FORWARDED TO THE ABOVE REFERENCED ADDRESS.

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.

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at:

Lot 52 & Lot 53 Pine St, Coalport, PA 16627

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Monthly payments from 07/01/00 to 08/01/00 totaling:	\$ 897.86
Late Charges:	\$ 133.49
Other fees and/or costs (including NSF charges and property inspections):	N/A
LESS: Unapplied Funds:	N/A
TOTAL	\$ 1,031.35

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT DUE TO THE LENDER, WHICH IS \$ 1,031.35, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

HomeComings Financial Network, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 2445 W. Dunlap Avenue, Suite 100 Phoenix, AZ 85021-2803.

IF YOU DO NOT CURE THE DEFAULT -- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its right to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage

in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorney to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON – The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorney, but you cure the delinquency before 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 foreclosure sale and any other 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.**

EARLIEST POSSIBLE SHERIFF'S SALE DATE – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately six (6) months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

HomeComings Financial Network
2711 N. Haskell, Suite 900
Dallas, TX 75204
Attn: Loan Counseling Department
Phone: 1-800-206-2901

EFFECT OF THE SHERIFF'S SALE – You should realize that a Sheriff's Sale will end your ownership of 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 started by the lender at any time.

ASSUMPTION OF MORTGAGE – You may be able to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Sincerely,

Loan Counseling Department

Enclosure(s)
List of Counseling Agencies

VERIFICATION

I, Leon P. Haller, Esquire, hereby swear and affirm that the facts contained in the foregoing COMPLAINT for Mortgage Foreclosure are true and correct to the best of my knowledge, information, and belief based upon information provided by Plaintiff BANKONE, NATIONAL ASSOCIATION, TRUSTEE said facts contained herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: October 10, 2000

A handwritten signature in dark ink, consisting of several overlapping, stylized loops and a long horizontal stroke extending to the right.

Leon P. Haller, Esquire

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
IN MORTGAGE FORECLOSURE
CIVIL ACTION - LAW -
No.

BANKONE, NATIONAL ASSOCIATION, TRUSTEE

Plaintiff

v.

RICHARD E. DEVOLIN, JR.

Defendant

COMPLAINT IN MORTGAGE FORECLOSURE

FILED

OCT 31 2000

WILLIAM A. PROTHORNTON

PROTHONOTARY

LAW OFFICES

Gunnell, Shoup & Haller

1719 N. FRONT STREET

HARRISBURG, PA. 17102-3392

Dec 12, 2000 Document
Reinstated/Referred to Sheriff/Attorney
for service.

Deputy Prothonotary

880.00

2000

2cc Shoup

1cc atty Haller

BANKONE, NATIONAL ASSOCIATION, TRUSTEE
Plaintiff

vs.

RICHARD E. DEMOULIN, JR.
Defendant

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 00-1339 CD

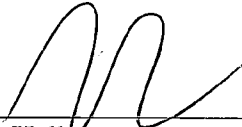
PRACEIPE TO REINSTATE

TO THE PROTHONOTARY:

Kindly reinstate the complaint on the above captioned matter.

DATE: December 8, 2000

PURCELL, KRUG, & HALLER

BY 
Leon P. Haller
1719 North Front Street
Harrisburg, Pa. 17102
Attorney for Plaintiff
Attorney ID# 15700

FILED

DEC 12 2000

William A. Shaw
Prothonotary

12-12-00 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

FILED

DEC 12 2000
11:43 AM
William A. Shaw
Prothonotary

2 copies to Sheriff
12/24

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10354

BANKONE, NATIONAL ASSOCIATION, TRUSTEE

00-1339-CD

VS.

DEMOULIN, RICHARD E. JR.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW DECEMBER 14, 2000 AT 9:46 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RICHARD E. DEMOULIN JR., DEFENDANT AT RESIDENCE, RR#1 BOX 830R, COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DONNA DEMOULIN, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: NEVLING/MCCLEARY

FILED
DEC 15 2000
07:31:21
210

NOW DECEMBER 14, 2000 AT 9:46 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON OCCUPANT AT LOT 52 & 53, PINE ST., COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DONNA DEMOULIN A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: NEVLING/MCCLEARY

William A. Shaw
Prothonotary

Return Costs

Cost Description

29.56 SHFF. HAWKINS PAID BY: ATTY.

Sworn to Before Me This

15 Day Of Dec 2000

William A. Shaw

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

So Answers,

Chester A. Hawkins
by *Maury Hawk*
Chester A. Hawkins
Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10354

BANKONE, NATIONAL ASSOCIATION, TRUSTEE

00-1339-CD

VS.

DEMOULIN, RICHARD E. JR.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

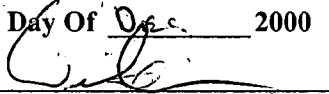
NOW DECEMBER 8, 2000 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO RICHARD E. DEMOULIN, JR., DEFENDANT AND OCCUPANT. NEVER RECEIVED SURCHARGE FROM ATTORNEY.

Return Costs

Cost	Description
19.33	SHFF. HAWKINS PAID BY: ATTY
20.00	SURCHARGE PAID BY: ATTY.


Sworn to Before Me This

20 Day Of Dec 2000


WILLIAM A. SHAW
Prothonotary

My Commission Expires
1st Monday in Jan. 2002
Clearfield Co. Clearfield, PA.

So Answers,


by Mark A. Hamp
Chester A. Hawkins
Sheriff

FILED

DEC 20 2000

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10354

BANKONE, NATIONAL ASSOCIATION, TRUSTEE

00-1339-CD

VS.

DEMOULIN, RICHARD E. JR.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW DECEMBER 8, 2000 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO RICHARD E. DEMOULIN, JR., DEFENDANT AND OCCUPANT. NEVER RECEIVED SURCHARGE FROM ATTORNEY.

Return Costs

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

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

20.00	SURCHARGE PAID BY: <i>atty</i>
-------	--------------------------------

Sworn to Before Me This

23 Day Of January 2000

William A. Shaw

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

ES

So Answers,

Chester A. Hawkins
by Marilyn Harris

Chester A. Hawkins
Sheriff

LAW OFFICES

Puncell, King & Haller

1719 N. FRONT STREET

HARRISBURG, PA. 17102-2392

TELEPHONE (717) 234-4178

FAX (717) 233-1149

CERTIFIED TRUE & CORRECT COPY

Leon P. Haller

BANKONE, NATIONAL ASSOCIATION, TRUSTEE

Plaintiff

vs.

RICHARD E. DEMOULIN, JR.

Defendant

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

00-1339-00

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

NOTICE

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 the 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 claim 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 LAWYER REFERRAL SERVICE
PENNSYLVANIA BAR ASSOCIATION P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES. LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

SI NO CONOCE A UN ABOGADO, LLAME AL "LAWYER REFERENCE SERVICE" (SERVICIO DE REFERENCIA DE ABOGADOS), (215) 238-6300.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE
PENNSYLVANIA BAR ASSOCIATION P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

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

OCT 31 2000

Attest.


Prothonotary

Plaintiff

VS.

RICHARD E. DEMOULIN, JR. ,
Defendant

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

CIVIL ACTION LAW
ACTION OF MORTGAGE FORECLOSURE

THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE FAIR DEBT
COLLECTION PRACTICES ACT, 15 U.S.C. 1601

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing with the said thirty (30) day period that the aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

PURCELL, KRUG & HALLER
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178
Attorney I.D.# 15700
Attorney for Plaintiff

BANKONE, NATIONAL ASSOCIATION, TRUSTEE ,
Plaintiff

vs.

RICHARD E. DEMOULIN, JR.,
Defendant

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

:
: CIVIL ACTION - LAW

:
: ACTION OF MORTGAGE FORECLOSURE

:
:
:

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, BANKONE, NATIONAL ASSOCIATION, TRUSTEE, is a corporation, acting through its servicing agent Homecomings Financial Network, Inc., with an address of 9275 SKY PARK, COURT, SUITE 300, SAN DIEGO, CALIFORNIA 92123.
2. Defendant, RICHARD E. DEMOULIN, JR., is an adult individual, whose last known address is RR #1, BOX 830R, COALPORT, PENNSYLVANIA 16627.
3. On or about, September 13, 1999 the said Defendant executed and delivered a Mortgage Note in the sum of \$44,900.00 payable to NORTH AMERICAN MORTGAGE COMPANY which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendant made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to BANK ONE, NATIONAL ASSOCIATION, TRUSTEE and will be sent for recording.
5. The land subject to the Mortgage is: RR #1, BOX 830R COALPORT, PENNSYLVANIA 16627 and is more particularly described in Exhibit "B" attached hereto.
6. The Mortgage is in default due to the fact that Mortgagor has failed to pay the installment due on July 1, 2000 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$44,760.67
Interest at \$14.45 per day From 06/01/2000 To 11/01/2000 (based on contract rate of 11.625%)	\$2,210.85
Accumulated Late Charges	\$0.00
Late Charges at \$22.45 Per Month for 5 months	\$112.25
Escrow Balance	\$0.00
Attorney's Fee at 5.0% of Principal Balance	\$2,238.03
	<hr/> \$49,322.10

**Together with interest at the per diem rate noted above after November 1, 2000 and other charges and costs to date of Sheriff's Sale. 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 that are actually incurred by Plaintiff.

8. No judgement has been entered upon said Mortgage in any jurisdiction..
9. Plaintiff has complied with the notice procedures required by Pennsylvania Act 160 of 1998 by sending to each Defendant, by regular mail, a copy of the Combined Act 6/91 Notice. A true and correct copy of the Combined Act 6/91 Notice, along with a copy of the Certificate of Mailing, is attached hereto as Exhibit "C".
10. Defendant is not a member of the Armed Forces of the United States of America, nor engaged in any way which would bring him within the Soldiers and Sailors Relief Act of 1940, as amended.
11. The Defendant has either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or has been determined by the Pennsylvania Housing Finance Agency not to qualify for Mortgage Assistance.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 11.625% (\$14.45 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: 

PURCELL, KRUG & HALLER

Leon P. Haller, Esquire

Attorney for Plaintiff

I.D. # 15700

1719 N. Front Street

Harrisburg, PA 17102

(717-234-4178)



N
O
T
E

LCNT
Q80

5879186-880

NOTE

SEPTEMBER 13, 1999
(Date)

PATTON

(City)

PENNSYLVANIA
(State)

LOT 52 & LOT 53 PINE ST, COALPORT, PA 16827
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 44,900.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is NORTH AMERICAN MORTGAGE COMPANY

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 11.825 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1ST day of each month beginning on NOVEMBER 01, 1999.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on OCTOBER 01, 2029, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 3883 AIRWAY DRIVE, SANTA ROSA, CA 95403

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 448.93

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 18 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and

MULTISTATE FIXED RATE NOTE - Single Family - FIMA/FHLMC Uniform Instrument
Form 3206 12/97

VMP MORTGAGE FORMS • (313)293-8100 • (800)962-1111
Page 1 of 2



Exhibit "A"

all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(L) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

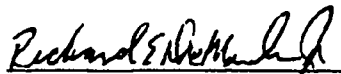
10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



RICHARD E. DEMOULIN JR. (Seal)
SSN: 230-23-1702 -Borrower


(Seal)
-Borrower

(Seal)
-Borrower
SSN:

(Seal)
-Borrower
SSN:

[Sign Original Only]

This is to certify that this is the Note described in and secured by a Deed of Trust dated September 13, 1999, on the property located in Clearfield County, Pennsylvania.



Notary Public

6R/100103

Notarial Seal
Mary Ellen Wendekier, Notary Public
Patton Boro. Cambria County
My Commission Expires Nov. 13, 2000
Member Pennsylvania Association of Notaries

Form 3200 12/83

5677186

ALL those two (2) certain lots or parcels of land, situate in the Village of Blain City, Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

PARCEL NUMBER 1: Beginning at a post on the Westerly line of Pine Street at the Southeastern corner of Lot Number 51, such post being located North 09 Degrees West a distance of 120 feet from the Northwest corner of the intersection of Pine Street and Chestnut Street; then South 09 Degrees East along the Westerly line of Pine Street for a distance of 60 feet to a post at the Northeastern corner of Lot Number 53; then South 81 Degrees West along the Northerly line of Lot Number 53 for a distance of 200 feet to a post at the Northwestern corner of Lot Number 53 on the Easterly line of an alley; then North 09 Degrees West along the Easterly line of said alley for a distance of 60 feet to a post at the Southwestern corner of Lot Number 51 on the Easterly line of said alley; then North 81 Degrees East along the Southerly line of Lot Number 51 for a distance of 200 feet to a post and the place of beginning.

This lot or parcel of land is known as Lot Number 52 on the tracing of the map of the Dotts & Shaw Addition to the Village of Blain City, Beccaria Township, Clearfield County, Pennsylvania as recorded in Clearfield County, Pennsylvania in Miscellaneous Book 52, Page 47.

PARCEL NUMBER 2: Beginning at a post on the Westerly line of Pine Street at the Southeastern corner of Lot Number 52, such post being located South 09 Degrees East a distance of 60 feet from the Southeast corner Lot Number 51; then South 09 Degrees East along the Westerly line of Pine Street for a distance of 60 feet to a post at the Northeastern corner of the intersection of Pine Street and Chestnut Street; then South 81 Degrees West along the Northerly line of Chestnut Street for a distance of 200 feet to a post at the Northeastern corner of the intersection of an alley and Chestnut Street; then North 09 Degrees West along the Easterly line of said alley for a distance of 60 feet to a post at the Southwestern corner of Lot Number 52 on the Easterly line of said alley; then North 81 Degrees East along the Southerly line of Lot Number 51 for a distance of 200 feet to a post and the place of beginning.

This lot or parcel of land is known as Lot Number 53 on the tracing of the map of the Dotts & Shaw Addition to the Village of Blain City, Beccaria Township, Clearfield County, Pennsylvania as recorded in Clearfield County, Pennsylvania in Miscellaneous Book 52, Page 47.

PARCEL NUMBER 1 and PARCEL NUMBER 2 being collectively further identified on the Clearfield County, Pennsylvania Tax Assessment Records as Tax Map No. 101-H17-417-00053.

SCHEDULE "A"

Exhibit "B"

August 08, 2000

Certified Mail, Return Receipt Requested

Richard E Demoulin Jr
RR1 BOX 830 R
Coalport, PA 16627

Re: Property Address: Lot 52 & Lot 53 Pine St
Coalport, PA 16627

Loan Number: 0431629542

A default exists under the above referenced Mortgage/Deed of Trust loan agreement. The action required to cure the default is the payment of all sums due under the Mortgage/Deed of Trust loan agreement. As of the date of this letter the total amount due is \$ 1,031.35. That sum includes the following:

2 payments totaling:	\$ 897.86
Late charges:	\$ 133.49
Other fees and/or costs	N/A
Unapplied Funds :	N/A

The total amount due shown above is subject to further increases for additional monthly payments, late charges, attorney fees, and/or other fees and cost which may become due, after the date of this letter. To obtain an update of the total amount due to cure this default, contact us at 1-800-206-2901.

TO CURE THIS DEFAULT, SEND YOUR CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED CHECK IN THE AMOUNT OF \$ 1,031.35 BY September 07, 2000 TO THE FOLLOWING ADDRESS: HomeComings Financial Network, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 2445 W. Dunlap Avenue, Suite 100 Phoenix, AZ 85021-2803.

If the default is not cured within thirty (30) days of the mailing of this letter, the lender, without further notice or demand, will accelerate the maturity date of the Note and declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable. The lender then intends to have the property sold at a public foreclosure sale. After acceleration, a curing of the default and reinstatement of the loan will be permitted up to the time of the sale by paying the past due monthly payments and other sums then due under the Mortgage/Deed of Trust loan agreement and by complying with all terms of reinstatement.

You have the right to bring a court action to assert the nonexistence of a default or any other defense that may exist to prevent acceleration and sale of the property.

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.

Sincerely,

Loan Counseling Department

HLH

Exhibit "C"

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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.

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 EN 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 INMEDIATAMENTE LLAMANDA 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.

Date: August 08, 2000

TO: Richard E Demculin Jr
RR1 BOX 830 R
Coalport, PA 16627

Premises: Lot 52 & Lot 53 Pine St
Coalport, PA 16627

Re: Loan Number: 0431629542

FROM: HomeComings Financial Network

HOMEOWNERS' 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.

TEMPORARY STAY OF FORECLOSURE -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time, you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT 30 DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

LENDER CONTACT IN REGARDS TO PENNSYLVANIA HOUSING FINANCIAL ASSISTANCE

HomeComings Financial Network
9275 Sky Park Court
San Diego, CA 92123
Attn: Loss Mitigation Department, Steven Roark
Phone: 1-888-810-4687, ext. 5130

ALL CORRESPONDENCE REGARDING PHFA ASSISTANCE SHOULD BE FORWARDED TO THE ABOVE REFERENCED ADDRESS.

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.

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at:

Lot 52 & Lot 53 Pine St., Coalport, PA 16627

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Monthly payments from 07/01/00 to 08/01/00 totaling:	\$ 897.86
Late Charges:	\$ 133.49
Other fees and/or costs (including NSF charges and property inspections):	N/A
LESS: Unapplied Funds:	N/A
TOTAL	\$ 1,031.35

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT DUE TO THE LENDER, WHICH IS \$ 1,031.35, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

HomeComings Financial Network, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 2445 W. Dunlap Avenue, Suite 100 Phoenix, AZ 85021-2803.

IF YOU DO NOT CURE THE DEFAULT -- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its right to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage

in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorney to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON – The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorney, but you cure the delinquency before 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 foreclosure sale and any other 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.

EARLIEST POSSIBLE SHERIFF'S SALE DATE – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately six (6) months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

HomeComings Financial Network
2711 N. Haskell, Suite 900
Dallas, TX 75204
Attn: Loan Counseling Department
Phone: 1-800-206-2901

EFFECT OF THE SHERIFF'S SALE – You should realize that a Sheriff's Sale will end your ownership of 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 started by the lender at any time.

ASSUMPTION OF MORTGAGE – You may be able to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Sincerely,

Loan Counseling Department

Enclosure(s)
List of Counseling Agencies

VERIFICATION

I, Leon P. Haller, Esquire, hereby swear and affirm that the facts contained in the foregoing COMPLAINT for Mortgage Foreclosure are true and correct to the best of my knowledge, information, and belief based upon information provided by Plaintiff BANKONE, NATIONAL ASSOCIATION, TRUSTEE said facts contained herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: October 10, 2000

A handwritten signature in black ink, appearing to read 'Leon P. Haller', with a long horizontal line extending to the right.

Leon P. Haller, Esquire

LAW OFFICES

Daniel, Harg & Walker

1719 N. FRONT STREET

HARRISBURG, PA. 17102-2392

TELEPHONE (717) 234-4178

FAX (717) 233-1149

CERTIFIED TRUE & CORRECT COPY

Leon P. Hader

BANKONE, NATIONAL ASSOCIATION, TRUSTEE

Plaintiff

vs.

RICHARD E. DEMOULIN, JR.

Defendant

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

00-1339-CO

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

NOTICE

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 the 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 claim 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 LAWYER REFERRAL SERVICE
PENNSYLVANIA BAR ASSOCIATION P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

A V I S O

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERSENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES. LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

SI NO CONOCE A UN ABOGADO, LLAME AL "LAWYER REFERENCE SERVICE" (SERVICIO DE REFERENCIA DE ABOGADOS), (215) 238-6300.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE
PENNSYLVANIA BAR ASSOCIATION P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

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

OCT 31 2000

Attest:

William L. Shaw
Prothonotary

Plaintiff

vs.

RICHARD E. DEMOULIN, JR. ,
Defendant

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

CIVIL ACTION LAW
ACTION OF MORTGAGE FORECLOSURE

THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE FAIR DEBT
COLLECTION PRACTICES ACT, 15 U.S.C. 1601

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing with the said thirty (30) day period that the aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

PURCELL, KRUG & HALLER
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178
Attorney I.D.# 15700
Attorney for Plaintiff

BANKONE, NATIONAL ASSOCIATION, TRUSTEE ,
Plaintiff

vs.

RICHARD E. DEMOULIN, JR.,
Defendant

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

:
: CIVIL ACTION - LAW

:
: ACTION OF MORTGAGE FORECLOSURE

:
:
:

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, BANKONE, NATIONAL ASSOCIATION, TRUSTEE, is a corporation, acting through its servicing agent Homecomings Financial Network, Inc., with an address of 9275 SKY PARK, COURT, SUITE 300, SAN DIEGO, CALIFORNIA 92123.
2. Defendant, RICHARD E. DEMOULIN, JR., is an adult individual, whose last known address is RR #1, BOX 830R, COALPORT, PENNSYLVANIA 16627.
3. On or about, September 13, 1999 the said Defendant executed and delivered a Mortgage Note in the sum of \$44,900.00 payable to NORTH AMERICAN MORTGAGE COMPANY which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendant made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to BANK ONE, NATIONAL ASSOCIATION, TRUSTEE and will be sent for recording.
5. The land subject to the Mortgage is: RR #1, BOX 830R COALPORT, PENNSYLVANIA 16627 and is more particularly described in Exhibit "B" attached hereto.
6. The Mortgage is in default due to the fact that Mortgagor has failed to pay the installment due on July 1, 2000 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$44,760.67
Interest at \$14.45 per day From 06/01/2000 To 11/01/2000 (based on contract rate of 11.625%)	\$2,210.85
Accumulated Late Charges	\$0.00
Late Charges at \$22.45 Per Month for 5 months	\$112.25
Escrow Balance	\$0.00
Attorney's Fee at 5.0% of Principal Balance	\$2,238.03
	<hr/>
	\$49,322.10

**Together with interest at the per diem rate noted above after November 1, 2000 and other charges and costs to date of Sheriff's Sale. 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 that are actually incurred by Plaintiff.

8. No judgement has been entered upon said Mortgage in any jurisdiction..
9. Plaintiff has complied with the notice procedures required by Pennsylvania Act 160 of 1998 by sending to each Defendant, by regular mail, a copy of the Combined Act 6/91 Notice. A true and correct copy of the Combined Act 6/91 Notice, along with a copy of the Certificate of Mailing, is attached hereto as Exhibit "C".
10. Defendant is not a member of the Armed Forces of the United States of America, nor engaged in any way which would bring him within the Soldiers and Sailors Relief Act of 1940, as amended.
11. The Defendant has either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or has been determined by the Pennsylvania Housing Finance Agency not to qualify for Mortgage Assistance.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 11.625% (\$14.45 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: 

PURCELL, KRUG & HALLER

Leon P. Haller, Esquire

Attorney for Plaintiff

I.D. # 15700

1719 N. Front Street

Harrisburg, PA 17102

(717-234-4178)



N
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T
E

LCNT
Q50

5879188-880

NOTE

SEPTEMBER 13, 1999
(Date)

PATTON

(City)

PENNSYLVANIA
(State)

LOT 52 & LOT 53 PINE ST, COALPORT, PA 18827
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 44,900.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is NORTH AMERICAN MORTGAGE COMPANY

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 11.825 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1ST day of each month beginning on NOVEMBER 01, 1999. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on OCTOBER 01, 2029, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 3883 AIRWAY DRIVE, SANTA ROSA, CA 95403

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 448.93

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 18 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 8.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and

MULTISTATE FIXED RATE NOTE - Single Family - FRMLA/FRMLC Uniform Instrument
- SR 10105103 Form 3206 12/98
VMP MORTGAGE FORMS • (313)283-8100 • 000982
Page 1 of 2 Initials: *AK*



Exhibit "A"

all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(L) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

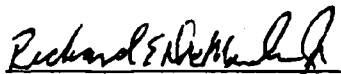
10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



(Seal)
RICHARD E DEMOULIN JR. -Borrower
SSN: 238-23-1782

(Seal)

-Borrower
SSN:

(Seal)

-Borrower
SSN:

(Seal)

-Borrower
SSN:

(Sign Original Only)

This is to certify that this is the Note described in and secured by a Deed of Trust dated September 13, 1999, on the property located in Clearfield County, Pennsylvania.



Notary Public

Notarial Seal
Mary Ellen Wendaker, Notary Public
Patton Boro, Cambria County
My Commission Expires Nov. 13, 2000
Member, Pennsylvania Association of Notaries

5677186

ALL those two (2) certain lots or parcels of land, situate in the Village of Blain City,
Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

PARCEL NUMBER 1: Beginning at a post on the Westerly line of Pine Street at the Southeastern corner of Lot Number 51, such post being located North 09 Degrees West a distance of 120 feet from the Northwest corner of the intersection of Pine Street and Chestnut Street; then South 09 Degrees East along the Westerly line of Pine Street for a distance of 60 feet to a post at the Northeastern corner of Lot Number 53; then South 81 Degrees West along the Northerly line of Lot Number 53 for a distance of 200 feet to a post at the Northwestern corner of Lot Number 53 on the Easterly line of an alley; then North 09 Degrees West along the Easterly line of said alley for a distance of 60 feet to a post at the Southwestern corner of Lot Number 51 on the Easterly line of said alley; then North 81 Degrees East along the Southerly line of Lot Number 51 for a distance of 200 feet to a post and the place of beginning.

This lot or parcel of land is known as Lot Number 52 on the tracing of the map of the Dotts & Shaw Addition to the Village of Blain City, Beccaria Township, Clearfield County, Pennsylvania as recorded in Clearfield County, Pennsylvania in Miscellaneous Book 52, Page 47.

PARCEL NUMBER 2: Beginning at a post on the Westerly line of Pine Street at the Southeastern corner of Lot Number 52, such post being located South 09 Degrees East a distance of 60 feet from the Southeast corner Lot Number 51; then South 09 Degrees East along the Westerly line of Pine Street for a distance of 60 feet to a post at the Northeastern corner of the intersection of Pine Street and Chestnut Street; then South 81 Degrees West along the Northerly line of Chestnut Street for a distance of 200 feet to a post at the Northeastern corner of the intersection of an alley and Chestnut Street; then North 09 Degrees West along the Easterly line of said alley for a distance of 60 feet to a post at the Southwestern corner of Lot Number 52 on the Easterly line of said alley; then North 81 Degrees East along the Southerly line of Lot Number 51 for a distance of 200 feet to a post and the place of beginning.

This lot or parcel of land is known as Lot Number 53 on the tracing of the map of the Dotts & Shaw Addition to the Village of Blain City, Beccaria Township, Clearfield County, Pennsylvania as recorded in Clearfield County, Pennsylvania in Miscellaneous Book 52, Page 47.

PARCEL NUMBER 1 and PARCEL NUMBER 2 being collectively further identified on the Clearfield County, Pennsylvania Tax Assessment Records as Tax Map No. 101-H17-417-00053.

SCHEDULE "A"

Exhibit "B"

August 08, 2000

Certified Mail, Return Receipt Requested

Richard E Demoulin Jr
RR1 BOX 830 R
Coalport, PA 16627

Re: Property Address: Lot 52 & Lot 53 Pine St
Coalport, PA 16627

Loan Number: 0431629542

A default exists under the above referenced Mortgage/Deed of Trust loan agreement. The action required to cure the default is the payment of all sums due under the Mortgage/Deed of Trust loan agreement. As of the date of this letter the total amount due is \$ 1,031.35. That sum includes the following:

2 payments totaling:	\$ 897.86
Late charges:	\$ 133.49
Other fees and/or costs	N/A
Unapplied Funds :	N/A

The total amount due shown above is subject to further increases for additional monthly payments, late charges, attorney fees, and/or other fees and cost which may become due, after the date of this letter. To obtain an update of the total amount due to cure this default, contact us at **1-800-206-2901**.

TO CURE THIS DEFAULT, SEND YOUR CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED CHECK IN THE AMOUNT OF \$ 1,031.35 BY September 07, 2000 TO THE FOLLOWING ADDRESS: HomeComings Financial Network, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 2445 W. Dunlap Avenue, Suite 100 Phoenix, AZ 85021-2803.

If the default is not cured within thirty (30) days of the mailing of this letter, the lender, without further notice or demand, will accelerate the maturity date of the Note and declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable. The lender then intends to have the property sold at a public foreclosure sale. After acceleration, a curing of the default and reinstatement of the loan will be permitted up to the time of the sale by paying the past due monthly payments and other sums then due under the Mortgage/Deed of Trust loan agreement and by complying with all terms of reinstatement.

You have the right to bring a court action to assert the nonexistence of a default or any other defense that may exist to prevent acceleration and sale of the property.

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.

Sincerely,

Loan Counseling Department

HLH

Exhibit "C"

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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.

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 EN 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 INMEDIATAMENTE LLAMANDA 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.

Date: August 08, 2000

TO: Richard E Demoulin Jr
RR1 BOX 830 R
Coalport, PA 16627

Premises: Lot 52 & Lot 53 Pine St
Coalport, PA 16627

Re: Loan Number: 0431629542
FROM: HomeComings Financial Network

HOMEOWNERS' 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.

TEMPORARY STAY OF FORECLOSURE -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time, you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT 30 DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

LENDER CONTACT IN REGARDS TO PENNSYLVANIA HOUSING FINANCIAL ASSISTANCE

HomeComings Financial Network
9275 Sky Park Court
San Diego, CA 92123
Attn: Loss Mitigation Department, Steven Roark
Phone: 1-888-810-4687, ext. 5130

ALL CORRESPONDENCE REGARDING PHFA ASSISTANCE SHOULD BE FORWARDED TO THE ABOVE REFERENCED ADDRESS.

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.

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at:

Lot 52 & Lot 53 Pine St, Coalport, PA_16627

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Monthly payments from 07/01/00 to 08/01/00 totaling:	\$ 897.86
Late Charges:	\$ 133.49
Other fees and/or costs (including NSF charges and property inspections):	N/A
LESS: Unapplied Funds:	N/A
TOTAL	\$ 1,031.35

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this Notice BY PAYING THE TOTAL AMOUNT DUE TO THE LENDER, WHICH IS \$ 1,031.35, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

HomeComings Financial Network, P.O. Box 78426 Phoenix, AZ 85062-8426 OR
OVERNIGHT TO: 2445 W. Dunlap Avenue, Suite 100 Phoenix, AZ 85021-2803.

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its right to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage

in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorney to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON – The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorney, but you cure the delinquency before 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 foreclosure sale and any other 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.**

EARLIEST POSSIBLE SHERIFF'S SALE DATE – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately six (6) months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

HomeComings Financial Network
2711 N. Haskell, Suite 900
Dallas, TX 75204
Attn: Loan Counseling Department
Phone: 1-800-206-2901

EFFECT OF THE SHERIFF'S SALE – You should realize that a Sheriff's Sale will end your ownership of 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 started by the lender at any time.

ASSUMPTION OF MORTGAGE – You may be able to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Sincerely,

Loan Counseling Department

Enclosure(s)
List of Counseling Agencies

VERIFICATION

I, Leon P. Haller, Esquire, hereby swear and affirm that the facts contained in the foregoing COMPLAINT for Mortgage Foreclosure are true and correct to the best of my knowledge, information, and belief based upon information provided by Plaintiff BANKONE, NATIONAL ASSOCIATION, TRUSTEE said facts contained herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: October 10, 2000

A handwritten signature in black ink, appearing to read 'Leon P. Haller', with a long horizontal line extending to the right.

Leon P. Haller, Esquire

BANKONE, NATIONAL ASSOCIATION : IN THE COURT OF COMMON PLEAS
TRUSTEE : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff :
vs. : NO. 00-01339-CD
RICHARD E. DEMOULIN, JR. : CIVIL ACTION - LAW -
Defendant : IN MORTGAGE FORECLOSURE

P R A E C I P E


TO THE PROTHONOTARY OF THE WITHIN COUNTY:

Please enter JUDGMENT "in rem" in favor of the Plaintiff and against Defendants Richard E. Demoulin, Jr. for failure to plead to the above action within twenty (20) days from date of service of the Complaint, and assess Plaintiff's damages as follows:

Unpaid principal balance	\$44,760.67
Interest	\$ 2,210.85
(Per diem of \$14.45	
from 6/1/00 to 11/1/00)	
Accumulated late charges and	
Late charges	\$ 112.25
(\$22.45 per month to 11/00)	
5% Attorney's Commission	<u>\$ 2,238.03</u>
TOTAL	\$49,322.10**

** Together with additional interest at the per diem rate indicated above from November 1, 2000, based on the contract rate, and other charges and costs to the date of Sheriff's Sale.

PURCELL, KRUG & HALLER

By 
Leon P. Haller PA I.D. #15700
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

FILED

FEB 23 2001

William A. Shaw
Prothonotary

FILED

FEB 23 2001

M/8.58/ atty. Haller, per \$25.00
William A. Shaw
Prothonotary

notice to Dg.

Statement to atty. Haller.

COPY

BANKONE, NATIONAL ASSOCIATION
TRUSTEE

Plaintiff

vs.

RICHARD E. DEMOULIN, JR.
Defendant

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

: NO. 00-01339-CD

: CIVIL ACTION - LAW -
: IN MORTGAGE FORECLOSURE

NOTICE OF ENTRY OF JUDGMENT

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby notified that on February 23, 2001 the following judgment has been entered against you in the above-captioned matter:

\$49,322.10 and for the sale and foreclosure of your property located at: RR #1, Box 830R, Coalport, PA 16627

Dated: 2/23/01


PROTHONOTARY

Attorney for Plaintiff:
Leon P. Haller
1719 North Front Street
Harrisburg, PA 17102
Phone: (717) 234-4178

I hereby certify that the following person(s) and their respective addresses are the proper individuals to receive this Notice pursuant to PA R.C.P. No. 236:

Richard E. Demoulin, Jr.
RR #1, Box 830R a/k/a Pine Street
Coalport, PA 16627

BANKONE, NATIONAL ASSOCIATION : IN THE COURT OF COMMON PLEAS
TRUSTEE : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff :
vs. : NO. 00-01339-CD
RICHARD E. DEMOULIN, JR. : CIVIL ACTION - LAW -
Defendant : IN MORTGAGE FORECLOSURE

P R A E C I P E

TO THE PROTHONOTARY OF THE WITHIN COUNTY:


Please enter JUDGMENT "in rem" in favor of the Plaintiff and against Defendants Richard E. Demoulin, Jr. for failure to plead to the above action within twenty (20) days from date of service of the Complaint, and assess Plaintiff's damages as follows:

Unpaid principal balance	\$44,760.67
Interest	\$ 2,210.85
(Per diem of \$14.45 from 6/1/00 to 11/1/00)	
Accumulated late charges and Late charges	\$ 112.25
(\$22.45 per month to 11/00)	
5% Attorney's Commission	<u>\$ 2,238.03</u>
TOTAL	\$49,322.10**

** Together with additional interest at the per diem rate indicated above from November 1, 2000; based on the contract rate, and other charges and costs to the date of Sheriff's Sale.

PURCELL, KRUG & HALLER

By


Keon P. Haller PA I.D. #15700
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

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

COPY

Bankone, National Association
Plaintiff(s)

No.: 2000-01339-CD

Real Debt: \$49,322.10

Atty's Comm:

Vs.

Costs: \$

Int. From:

Richard E Demolin, Jr
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 23, 2001

Expires: February 23, 2006

Certified from the record this 23rd day of February, 2001



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

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

COPY

Bankone, National Association,

Vs.

NO.: 2000-01339-CD

Richard E. Demoulin, Jr.

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BANKONE, NATIONAL ASSOCIATION, , Plaintiff(s) from
RICHARD E DEMOULIN JR, , Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Property Description.

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$44,760.67

INTEREST: \$4,826.30 (at the per diem of \$14.45 to 5/1/01)

PROTH. COSTS: \$

ATTY'S COMM: \$2,238.03

DATE: 03/07/2001

PAID: \$127.00

SHERIFF: \$

OTHER COSTS: \$3,948.00 - Escrow Deficit
\$ 246.95 - Late Charges



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: Leon P. Haller, Esquire
1719 North Front Street
Harrisburg, PA 17102

Sheriff

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

COPY

Bankone, National Association,

Vs.

NO.: 2000-01339-CD

Richard E Demolin Jr,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BANKONE, NATIONAL ASSOCIATION, Plaintiff(s) from
RICHARD E DEMOLIN JR, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See attached property description.

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying
any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise
disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other
than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined
as above stated.

AMOUNT DUE: \$44,760.67
INTEREST: \$246.95
PROTH. COSTS: \$
ATTY'S COMM: \$2,238.03
DATE: 02/23/2001

PAID: \$127.00
SHERIFF: \$
OTHER COSTS: Late Charges: \$3,948.00

William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: Leon Haller, Esquire
1719 North Front Street
Harrisburg, PA 17102

Sheriff

ALL THOSE two (2) certain lots or parcels of land, situate in the Village of Blain City, Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

PARCEL NUMBER 1: BEGINNING at a post on the Westerly line of Pine Street at the Southeastern corner of Lot Number 51, such post being located North 09 degrees West a distance of 120 feet from the Northwest corner of the intersection of Pine Street and Chestnut Street; then South 09 degrees East along the Westerly line of Pine Street for a distance of 60 feet to a post at the Northeastern corner of Lot Number 53; then South 81 degrees West along the Northerly line of Lot Number 53 for a distance of 200 feet to a post at the Northwestern corner of Lot Number 53 on the Easterly line of an alley; then North 09 degrees West along the Easterly line of said alley for a distance of 60 feet to a post at the Southwestern corner of Lot Number 51 on the Easterly line of said alley; then North 81 degrees East along the Southerly line of Lot Number 51 for a distance of 200 feet to a post and the place of BEGINNING.

This lot or parcel of land is known as Lot Number 52 on the tracing of the map of the Dotts & Shaw Addition to the Village of Blain City, Beccaria Township, Clearfield County, Pennsylvania as recorded in Clearfield County, Pennsylvania in Miscellaneous Book 52, Page 47.

PARCEL NUMBER 2: BEGINNING at a post on the Westerly line of Pine Street at the Southeastern corner of Lot Number 52, such post being located South 09 degrees East a distance of 60 feet from the Southeast corner Lot Number 51; then South 09 degrees East along the Westerly line of Pine Street for a distance of 60 feet to a post at the Northeastern corner of the intersection of Pine Street and Chestnut Street; then South 81 degrees West along the northerly line of Chestnut Street for a distance of 200 feet to a post at the Northeastern corner of the intersection of an alley and Chestnut Street; then North 09 degrees West along the Easterly line of said alley for a distance of 60 feet to a post at the Southwestern corner of Lot Number 52 on the Easterly line of said alley; then North 81 degrees East along the Southerly line of Lot Number 51 for a distance of 200 feet to a post and the place of BEGINNING.

This lot or parcel of land is known as Lot Number 53 on the tracing of the map of the Dotts & Shaw Addition to the Village of Blain City, Beccaria Township, Clearfield County, Pennsylvania as recorded in Clearfield County, Pennsylvania in Miscellaneous Book 52, Page 47.

PARCEL NUMBER 1 and PARCEL NUMBER 2 being collectively further identified on the Clearfield County, Pennsylvania Tax Assessment Records as Tax Map No. 101-H17-417-00053.

HAVING THEREON ERECTED A DWELLING KNOWN AS RR #1, Box 830R,
Coalport, Pennsylvania.

BEING THE SAME PREMISES WHICH Ruth L. Moore, by her Deed
dated August 23, 1999 and recorded September 14, 1999 as
Clearfield County Instrument Number 199915303, granted and
conveyed unto Richard E. Demoulin, Jr.

Assessment # 101-H17-417-53

BANKONE, NATIONAL ASSOCIATION : IN THE COURT OF COMMON PLEAS
TRUSTEE : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff :
vs. : NO. 00-01339-CD
RICHARD E. DEMOULIN, JR. : CIVIL ACTION - LAW -
Defendant : IN MORTGAGE FORECLOSURE


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

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter on the real estate located at RR #1, Box 830R, Coalport, PA 16627 as follows:

Principal	\$44,760.67
Interest	\$ 4,826.30
(at the per diem of	
\$14.45 to 5/1/01)	
Late charges	\$ 246.95
(at \$22.45 to 5/01)	
Escrow deficit	\$ 3,948.00
5% Attorney's Commission	\$ <u>2,238.03</u>
TOTAL	\$56,019.95**

** Together with additional interests, charges and costs to the date of Sheriff's Sale.

By 
LEON P. HALLER I.D. #15700
ATTORNEY FOR PLAINTIFF
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

Dated: February 21, 2001

Attached is a description of the real estate.

FILED

FEB 23 2001

William A. Shaw
Prothonotary

ALL THOSE two (2) certain lots or parcels of land, situate in the Village of Blain City, Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

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PARCEL NUMBER 1 and **PARCEL NUMBER 2** being collectively further identified on the Clearfield County, Pennsylvania Tax Assessment Records as Tax Map No. 101-H17-417-00053.

HAVING THEREON ERECTED A DWELLING KNOWN AS RR #1, Box 830R,
Coalport, Pennsylvania.

BEING THE SAME PREMISES WHICH Ruth L. Moore, by her Deed
dated August 23, 1999 and recorded September 14, 1999 as
Clearfield County Instrument Number 199915303, granted and
conveyed unto Richard E. Demoulin, Jr.

Assessment # 101-H17-417-53

FILED

FEB 23 2001
17:21
William A. Shaw
Prothonotary

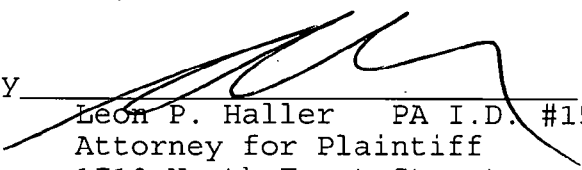
Healy
Pd \$20.00
6 werts to Sherry

BANKONE, NATIONAL ASSOCIATION : IN THE COURT OF COMMON PLEAS
TRUSTEE : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff :
vs. : NO. 00-01339-CD
RICHARD E. DEMOULIN, JR. : CIVIL ACTION - LAW -
Defendant : IN MORTGAGE FORECLOSURE

CERTIFICATE OF SERVICE

I hereby certify that on January 10, 2001 I served the Ten Day Notice required by Pa. R.C.P. 237.1 upon the Defendant(s) in this matter by regular first class mail, postage prepaid, as indicated on the attached Notice.

PURCELL, KRUG & HALLER

By  PA I.D. #15700
Attorney for Plaintiff
1719 North Front Street
Harrisburg, PA 17102

Dated: February 21, 2001

FILED

FFR 23 2001

William A. Shaw
Prothonotary

BANKONE, NATIONAL ASSOCIATION,
TRUSTEE,

Plaintiff

VS.

RICHARD E. DEMOULIN, JR.

Defendant

: IN THE COURT OF COMMON PLEAS
: Clearfield COUNTY, PENNSYLVANIA

: NO. 00-01339-CD

: CIVIL ACTION LAW

: IN MORTGAGE FORECLOSURE

DATE OF THIS NOTICE: **January 10, 2001**

TO:

RICHARD E. DEMOULIN, JR.
RR #1, BOX 830R A/K/A PINE STREET
COALPORT, PA 16627

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO
COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED
FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (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:

PENNSYLVANIA LAWYER REFERRAL SERVICE
PENNSYLVANIA BAR ASSOCIATION
P.O. BOX 186,
HARRISBURG, PA 17108
800-692-7375

PURCELL, KRUG & HALLER

By 

LEON P. HALLER, Attorney for Plaintiff

I.D. # 15700

1719 N. Front St., Harrisburg, PA 17102

(717) 234-4178

FILED

FEB 23 2001

0/8.53/ROCC
William A. Shaw
Prothonotary

[Signature]

BANKONE, NATIONAL ASSOCIATION
TRUSTEE

Plaintiff

vs.

RICHARD E. DEMOULIN, JR.
Defendant

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

: NO. 00-01339-CD

: CIVIL ACTION - LAW -
: IN MORTGAGE FORECLOSURE

RETURN OF SERVICE

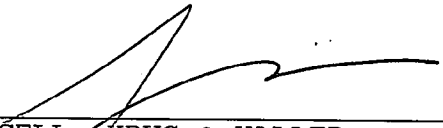
I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on 5/2/01, a true and correct copy of the Notice of Sale of Real Estate pursuant to PA R.C.P. 3129.1 to the Defendants herein and all lienholders of record by regular first class mail (Certificate of Mailing form in compliance with U.S. Postal Form 3817 is attached hereto as evidence), and also to the Defendants by Certified Mail, which mailing receipts are attached. Service addresses are as follows:

Richard E. Demoulin, Jr.
RR #1, Box 830R a/k/a Pine Street
Coalport, PA 16627

Ruth L. Moore
Box 97
Nicktown, PA 15762

Donna Demoulin
RR #1, Box 830R
Coalport, PA 16627


DOMESTIC RELATIONS OFFICE
230 East Market Street
Clearfield, PA 16830

By 
PURCELL, KRUG & HALLER
Attorneys for Plaintiff
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

FILED

MAY 04 2001

11:30/45
William A. Shaw
Prothonotary

No C/C 

LAW OFFICES
PURCELL, KRUG AND HALLER

1719 NORTH FRONT STREET
HARRISBURG, PENNSYLVANIA 17102-2392

JOHN W. PURCELL
HOWARD B. KRUG
LEON P. HALLER
JOHN W. PURCELL JR.
BRIAN J. TYLER
JILL M. WINEKA

TELEPHONE (717) 234-4178
FORECLOSURE DEPT. FAX (717) 234-1206

JOSEPH NISSLEY (1910-1982)

ANTHONY DISANTO
OF COUNSEL

HERSHEY
1099 GOVERNOR ROAD

(717) 533-3836

NOTICE TO:

Richard E. Demoulin, Jr.
RR #1, Box 830R a/k/a Pine Street
Coalport, PA 16627

Ruth L. Moore
Box 97
Nicktown, PA 15762

Donna Demoulin
RR #1, Box 830R
Coalport, PA 16627

DOMESTIC RELATIONS OFFICE
230 East Market Street
Clearfield, PA 16830

NOTICE IS HEREBY GIVEN to the Defendants in the within action and those parties who hold one or more mortgages, judgments or tax liens against the real estate which is the subject of the Notice of Sale pursuant to Pennsylvania Rule of Civil Procedure 3129.1 attached hereto.

YOU ARE HEREBY NOTIFIED that by virtue of a Writ of Execution issued out of the Court of Common Pleas of the within county on the judgment of the Plaintiff named herein the said real estate will be exposed to public sale as set forth on the attached Notice of Sale.

YOU ARE FURTHER NOTIFIED that the lien you hold against the said real estate will be divested by the sale and that you have an opportunity to protect your interest, if any, by being notified of said Sheriff's Sale.

By:

Leon P. Haller PA I.D.15700

Attorney for Plaintiff

BANKONE, NATIONAL ASSOCIATION : IN THE COURT OF COMMON PLEAS
TRUSTEE : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff :
vs. : NO. 00-01339-CD
RICHARD E. DEMOULIN, JR. : CIVIL ACTION - LAW -
Defendant : IN MORTGAGE FORECLOSURE

NOTICE OF SHERIFF'S SALE OF REAL ESTATE
PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.1

TAKE NOTICE:

That the Sheriff's Sale of Real Property (real estate) will be held:

DATE: May 4, 2001

TIME: 10:00 O'clock A.M.

LOCATION: Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

THE PROPERTY TO BE SOLD is delineated in detail in a legal description mainly consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land.
(SEE DESCRIPTION ATTACHED)

THE LOCATION of your property to be sold is:

R. R. #1, Box 830R
COALPORT
CLEARFIELD COUNTY
PENNSYLVANIA

THE JUDGMENT under or pursuant to which your property is being sold is docketed in the within Commonwealth and County to:

No. 00-01339-CD

THE NAME(S) OF THE OWNER(S) OR REPUTED OWNERS of this property is:

RICHARD E. DEMOULIN, JR.

A SCHEDULE OF DISTRIBUTION, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example, to banks that hold mortgages and municipalities that are owed taxes) will be filed by the Sheriff of this County thirty (30) days after the sale and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it within ten (10) days of the date it is filed.

Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of the within County at the Courthouse address specified herein.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.

IT HAS BEEN ISSUED BECAUSE THERE IS A JUDGMENT AGAINST YOU.

IT MAY CAUSE YOUR PROPERTY TO BE HELD, TO BE SOLD OR TAKEN TO PAY THE JUDGMENT.

You may have legal rights to prevent your property from being taken away. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, YOU MUST ACT PROMPTLY.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE:

David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830

(814) 765-2641 (Ext. 5982)

THE LEGAL RIGHTS YOU MAY HAVE ARE:

1. You may file a petition with the Court of Common Pleas of the within County to open the judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file an petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.

2. After the Sheriff's Sale you may file a petition with the Court of Common Pleas of the within County to set aside the sale for a grossly inadequate price or for other proper cause. This petition **MUST BE FILED BEFORE THE SHERIFF'S DEED IS DELIVERED.**

3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of the within County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the court and a proposed order or rule must be attached to the petition.

If a specific return date is desired, such date must be obtained from the Court Administrator's Office - Civil Division, of the within County Courthouse, before a presentation of the petition to the Court.

A copy of the Writ of Execution is attached hereto.

PURCELL, KRUG & HALLER
Attorneys for Plaintiff
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

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BEING THE SAME PREMISES WHICH Ruth L. Moore, by her Deed
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Clearfield County Instrument Number 199915303, granted and
conveyed unto Richard E. Demoulin, Jr.

Assessment # 101-H17-417-53

Homecomings v. Demoulin
Clearfield County sale

May 4, 2001

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:
Richard E. Demoulin, Jr.
RR #1, Box 830R a/k/a Pine Street
Coalport, PA 16627

Postmark:

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:
Ruth L. Moore
Box 97
Nicktown, PA 15762

Postmark:



U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

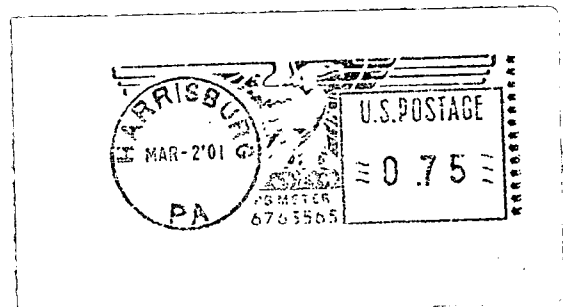
Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:
Donna Demoulin
RR #1, Box 830R
Coalport, PA 16627

Postmark:



Homecomings v. Demoulin
Clearfield County sale _____

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

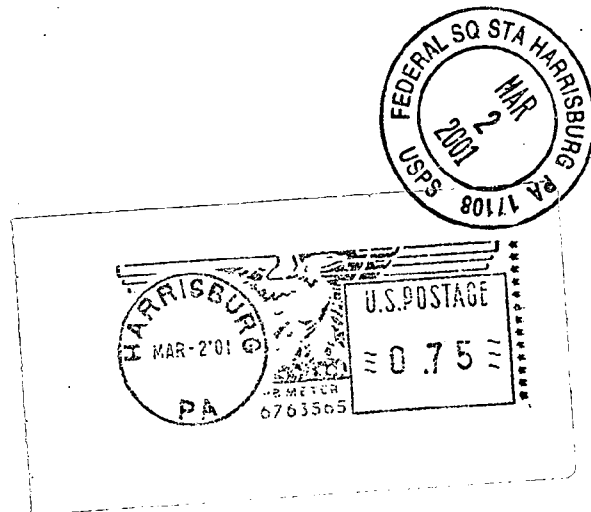
Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:
DOMESTIC RELATIONS OFFICE
230 East Market Street
Clearfield, PA 16830

Postmark:



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

Bankone, National Association,

Vs.

NO.: 2000-01339-CD

Richard E. Demoulin, Jr.

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BANKONE, NATIONAL ASSOCIATION, , Plaintiff(s) from RICHARD E DEMOULIN JR, , Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Property Description.

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$44,760.67

INTEREST: \$4,826.30 (at the per diem of \$14.45 to 5/1/01)

PROTH. COSTS: \$

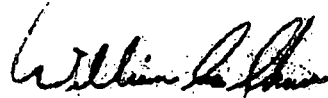
ATTY'S COMM: \$2,238.03

DATE: 03/07/2001

PAID: \$127.00

SHERIFF: \$

OTHER COSTS: \$3,948.00 - Escrow Deficit
\$ 246.95 - Late Charges



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 7th day
of March A.D. 2001
At 3:07 A.M./P.M.

Christopher H. Handkins
Sheriff by Margaret H. Putt

Requesting Party: Leon P. Haller, Esquire
1719 North Front Street
Harrisburg, PA 17102

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Assessment # 101-H17-417-53

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10768

BANKONE, NATIONAL ASSOCIATION

00-1339-CD

VS.

VS DEMOULIN, RICHARD E., JR.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MARCH 8, 2001, A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, MAY 4, 2001, AT 10:00 AM O'CLOCK.

NOW, MARCH 8, 2001, AT 6:03 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON RICHARD E. DEMOULIN, JR., DEFENDANT, AT HIS PLACE OF RESIDENCE, RR #1, BOX 830R, COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA, 16627, BY HANDING TO RICHARD E. DEMOULIN, JR., DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, MAY 3, 2001, RECEIVED A PHONE CALL FROM DENNING GEARHART, ATTORNEY FOR THE DEFENDANT, THAT DEFENDANT FILED FOR BANKRUPTCY ON MAY 2, 2001, CASE #01-24638.

NOW, MAY 4, 2001, RECEIVED FAX FROM LEON P. HALLER, ATTORNEY FOR THE PLAINTIFF, THAT SALE IS STAYED DUE TO MORTGAGOR FILING CHAPTER 13 BANKRUPTCY.

NOW, JANUARY 15, 2002, RETURN WRIT AS NO SALE HELD DUE TO THE DEFENDANTS FILING FOR CHAPTER 13 BANKRUPTCY. PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$198.20
SURCHARGE \$ 40.00
PAID BY ATTORNEY

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10768

BANKONE, NATIONAL ASSOCIATION

00-1339-CD

VS.

VS DEMOULIN, RICHARD E., JR.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

Return Costs

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

Sworn to Before Me This

16th Day of February 2002

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

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

FILED

JAN 16 2002
0191061am
William A. Shaw
Prothonotary

LAW

PURCELL, KRUG & HALLER

1719 NORTH FRONT STREET
HARRISBURG, PENNSYLVANIA 17102-2392

TELEPHONE (717) 234-4178

FAX (717) 233-1149

E-MAIL: MTG@PKH.COM

JOHN W. PURCELL
HOWARD B. KRUG
LEON P. HALLER
JOHN W. PURCELL JR.
VALERIE A. GUNN
JILL M. WINEKA
BRIAN J. TYLER
NICHOLE M. STALEY

JOSEPH NISSLEY (1910-1982)
ANTHONY DISANTO
OF COUNSEL

HERSHEY
1089 GOVERNOR ROAD
(717) 633-3838

May 3, 2001

TO: Peggy
CLEARFIELD COUNTY SHERIFF'S

FROM: Barb Villanar

FAX: 814-765-6089

00-1339-CD

BankOne vs. Demoulin

Please stay the sheriff sale scheduled 05/04/01 due to mortgagor filing Chapter 13 bankruptcy

Thank you

Barb

COPY

REAL ESTATE SALE

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, _____, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the _____ day of _____ 2001, I exposed the within described real estate of _____

to public venue or outcry at which time and place I sold the same to _____ he/she being the highest bidder, for the sum of \$ _____ and made the following appropriations, viz:

SHERIFF COSTS:

RDR	\$ 15.00
SERVICE	15.00
MILEAGE	14.56
LEVY	15.00
MILEAGE	14.56
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.08
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	15.00
ADD'L MILEAGE Phone calls	5.00
ADD'L LEVY	15.00
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	5.00
BILLING	

TOTAL SHERIFF COSTS \$ 198.20

DEED COSTS:

REGISTER & RECORDER	\$ 15.50
ACKNOWLEDGEMENT	**** 5.00
TRANSFER TAX 2%	

TOTAL DEED COSTS \$ 20.50

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 44,760.67
INTEREST (AT THE PER DIEM OF \$14.45 TO 5/1/01)	4,826.30

TOTAL DEBT & INTEREST \$ 49,586.97

COSTS:

ATTORNEY FEES	\$ <u> </u>
PROTH. SATISFACTION	396.78
ADVERTISING	278.05
LATE CHARGES & FEES	115.25
TAXES-Collector	118.80
TAXES-Tax Claim	
COSTS OF SUIT-To Be Added	
LIST OF LIENS	135.00
MORTGAGE SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	2,230.00
ATTORNEY COMMISSION	198.20
SHERIFF COSTS	130.50
LEGAL JOURNAL AD	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	\$ 120.00
ESCROW DEFICIT	2,948.00

TOTAL COSTS \$ 980.48

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

Chester A. Hawkins, Sheriff

BANKONE, NATIONAL ASSOCIATION, TRUSTEE,
PLAINTIFF

VS.

RICHARD E. DEMOULIN JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 00-01339-CD

IN MORTGAGE FORECLOSURE


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

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter on the real estate located at **LOT 52 & LOT 53, PINE STREET A/K/A RR #1, BOX 830R COALPORT, PA 16627** as follows:

Unpaid Principal Balance	\$44,760.67
Interest	\$22,859.90
Per diem of \$14.45	
To 10/1/04	
Late Charges	\$1,547.84
(\$22.45 per month to 10/1/04)	
Escrow Deficit	\$5,323.00
Property Appraisal	\$40.66
BPO Fee	\$100.00
Property Inspection	\$69.75
5% Attorney's Commission	\$2,238.03
TOTAL WRIT	\$76,939.85

****Together with any additional interests, charges and costs to the date of Sheriff's Sale.** *147.00 Prothonotary costs*

By 
LEON P. HALLER I.D. #15700
ATTORNEY FOR PLAINTIFF
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

Dated: August 18, 2004

Attached is a description of the real estate.

ELK
FILED

1000 Lewarts w/
m/11:03/04 prop descr. to
AUG 20 2004 *shff*

Aug 20 2004
William A. Shaw
Prothonotary/Clerk of Courts

ALL THOSE two (2) certain lots or parcels of land, situate in the Village of Blain City, Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

PARCEL NUMBER 1: BEGINNING at a post on the Westerly line of Pine Street at the Southeastern corner of Lot Number 51, such post being located North 09 degrees West a distance of 120 feet from the Northwest corner of the intersection of Pine Street and Chestnut Street; then South 09 degrees East along the Westerly line of Pine Street for a distance of 60 feet to a post at the Northeastern corner of Lot Number 53; then South 81 degrees West along the Northerly line of Lot Number 53 for a distance of 200 feet to a post at the Northwestern corner of Lot Number 53 on the Easterly line of an alley; then North 09 degrees West along the Easterly line of said alley for a distance of 60 feet to a post at the Southwestern corner of Lot Number 51 on the Easterly line of said alley; then North 81 degrees East along the Southerly line of Lot Number 51 for a distance of 200 feet to a post and the place of BEGINNING.

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PARCEL NUMBER 2: BEGINNING at a post on the Westerly line of Pine Street at the Southeastern corner of Lot Number 52, such post being located South 09 degrees East a distance of 60 feet from the Southeast corner Lot Number 51; then South 09 degrees East along the Westerly line of Pine Street for a distance of 60 feet to a post at the Northeastern corner of the intersection of Pine Street and Chestnut Street; then South 81 degrees West along the northerly line of Chestnut Street for a distance of 200 feet to a post at the Northeastern corner of the intersection of an alley and Chestnut Street; then North 09 degrees West along the Easterly line of said alley for a distance of 60 feet to a post at the Southwestern corner of Lot Number 52 on the Easterly line of said alley; then North 81 degrees East along the Southerly line of Lot Number 51 for a distance of 200 feet to a post and the place of BEGINNING.

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PARCEL NUMBER 1 and PARCEL NUMBER 2 being collectively further identified on the Clearfield County, Pennsylvania Tax Assessment Records as Tax Map No. 101-H17-417-00053.

HAVING THEREON ERECTED A DWELLING KNOWN AS RR #1, Box 830R,
Coalport, Pennsylvania.

BEING THE SAME PREMISES WHICH Ruth L. Moore, by her Deed
dated August 23, 1999 and recorded September 14, 1999 as
Clearfield County Instrument Number 199915303, granted and
conveyed unto Richard E. Demoulin, Jr.

Assessment # 101-H17-417-53

BANKONE, NATIONAL ASSOCIATION, TRUSTEE,
PLAINTIFF

VS.

RICHARD E. DEMOULIN JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 00-01339-CD

IN MORTGAGE FORECLOSURE

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF DAUPHIN :

I, **LEON P. HALLER**, Attorney for the Plaintiff in the above matter, being duly sworn according to law, hereby certify that the Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendant(s) have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

Sworn to and subscribed :

before me this 18th day :

of Aug 20 04 :

Traci M. Bernstein
Notary Public

LEON P. HALLER, ESQUIRE

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Traci M. Bernstein, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires Aug. 21, 2007
Member, Pennsylvania Association of Notaries

BANKONE, NATIONAL ASSOCIATION, TRUSTEE,
PLAINTIFF

VS.

RICHARD E. DEMOULIN JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 00-01339-CD

IN MORTGAGE FORECLOSURE

NON-MILITARY AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF DAUPHIN :

Personally appeared before me, a Notary Public in and for said Commonwealth and County,
LEON P. HALLER, ESQUIRE who being duly sworn according to law deposes and states that the
Defendant (s) above named are not in the Military or Naval Service nor are they engaged in any way
which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

Sworn to and subscribed :

before me this 18th day :

of Aug 2004 :


LEON P. HALLER, ESQUIRE


Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Traci M. Bernstein, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires Aug. 21, 2007
Member, Pennsylvania Association of Notaries

BANKONE, NATIONAL ASSOCIATION, TRUSTEE,
PLAINTIFF

VS.

RICHARD E. DEMOULIN JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 00-01339-CD

IN MORTGAGE FORECLOSURE

AFFIDAVIT PURSUANT TO RULE 3129.1

The Plaintiff in the above action, by its attorneys, Purcell, Krug & Haller, sets forth as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at **LOT 52 & LOT 53, PINE STREET A/K/A RR #1, BOX 830R COALPORT, PA 16627:**

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

RICHARD E. DEMOULIN JR.
RR #1, BOX 830R
COALPORT, PA 16627

2. Name and address of Defendant(s) in the Judgment, if different from that listed. in (1) above: **SAME**

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

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

PLAINTIFF HEREIN (AND ANY OTHERS AS NOTED BELOW):

Ruth L. Moore
Box 97
Nicktown, PA 15762

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

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

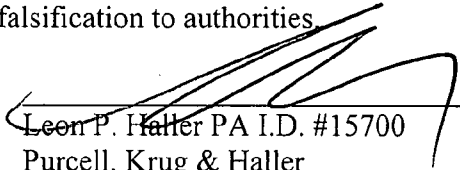
7. Name and address of every other person of whom the Plaintiff has knowledge who has **any interest** in the property which may be affected by the sale:

Tenant/Occupant
RR 1, Box 830R
Coalport, PA 16627

DOMESTIC RELATIONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

(In the preceding information, where addresses could not be reasonably ascertained, the same is indicated.)

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



Leon P. Haller PA I.D. #15700
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

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

Bankone, National Association, Trustee

Vs.

NO.: 2000-01339-CD

Richard E. Demoulin Jr.

COPY

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BANKONE, NATIONAL ASSOCIATION, Trustee, Plaintiff(s) from RICHARD E. DEMOULIN JR., Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE:.....\$76,939.85
INTEREST per diem of
\$14.45 to 10/1/04:.....\$22,859.90
ESCROW DEFICIT:.....\$5,323.00
PROTH. COSTS: \$
5% ATTY'S COMM:.....\$2,238.03
BPO FEE:.....\$100.00
DATE: 08/20/2004

PAID:.....\$147.00
SHERIFF: \$
LATE CHARGES (\$22.45 per month
to 10/1/04):.....\$1,547.84
OTHER COSTS: \$
PROPERTY APPRAISAL:.....\$40.66
PROPERTY INSPECTION:.....\$69.75

William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: Leon P. Haller
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

Sheriff

ALL THOSE two (2) certain lots or parcels of land, situate in the Village of Blain City, Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

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HAVING THEREON ERECTED A DWELLING KNOWN AS RR #1, Box 830R,
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BEING THE SAME PREMISES WHICH Ruth L. Moore, by her Deed
dated August 23, 1999 and recorded September 14, 1999 as
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conveyed unto Richard E. Demoulin, Jr.

Assessment # 101-H17-417-53

BANKONE, NATIONAL ASSOCIATION, TRUSTEE,
PLAINTIFF

VS.

RICHARD E. DEMOULIN JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 00-01339-CD

IN MORTGAGE FORECLOSURE

RETURN OF SERVICE

I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on 11-1-04, a true and correct copy of the Notice of Sale of Real Estate pursuant to PA R.C.P. 3129.1 to the Defendants herein and all lienholders of record by regular first class mail (Certificate of Mailing form in compliance with U.S. Postal Form 3817 is attached hereto as evidence), and also to the Defendants by Certified Mail, which mailing receipts are attached. Service addresses are as follows:

RICHARD E. DEMOULIN JR.
RR #1, BOX 830R
COALPORT, PA 16627

Ruth L. Moore
Box 97
Nicktown, PA 15762

Tenant/Occupant
RR 1, Box 830R
Coalport, PA 16627

DOMESTIC RELATIONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

FILED
6/11/08
JAN 06 2005

William A. Shaw
Prothonotary/Clerk of Courts

By 
PURCELL, KRUG & HALLER
Attorneys for Plaintiff
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

LAW OFFICES

Purcell, Krug & Haller

1719 NORTH FRONT STREET
HARRISBURG, PENNSYLVANIA 17102-2392
TELEPHONE (717) 234-4178
FAX (717) 234-1206

HOWARD B. KRUG
LEON P. HALLER
JOHN W. PURCELL JR.
JILL M. WINKA
BRIAN J. TYLER
NICHOLE M. STALEY O'GORMAN

HERSHEY
(717) 533-3836
JOSEPH NISSLEY (1910-1982)
JOHN W. PURCELL
VALERIE A. GUNNOF
COUNSEL

RICHARD E. DEMOULIN JR.
RR #1, BOX 830R
COALPORT, PA 16627

Ruth L. Moore
Box 97
Nicktown, PA 15762

Tenant/Occupant
RR 1, Box 830R
Coalport, PA 16627

DOMESTIC RELATIONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

NOTICE IS HEREBY GIVEN to the Defendants in the within action and those parties who hold one or more mortgages, judgments or tax liens against the real estate which is the subject of the Notice of Sale pursuant to Pennsylvania Rule of Civil Procedure 3129.1 attached hereto.

YOU ARE HEREBY NOTIFIED that by virtue of a Writ of Execution issued out of the Court of Common Pleas of the within county on the judgment of the Plaintiff named herein the said real estate will be exposed to public sale as set forth on the attached Notice of Sale.

YOU ARE FURTHER NOTIFIED that the lien you hold against the said real estate will be divested by the sale and that you have an opportunity to protect your interest, if any, by being notified of said Sheriff's Sale.

By: _____


Leon P. Haller PA I.D.15700

Attorney for Plaintiff

BANKONE, NATIONAL ASSOCIATION, TRUSTEE,
PLAINTIFF

VS.

RICHARD E. DEMOULIN JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 00-01339-CD

IN MORTGAGE FORECLOSURE

NOTICE OF SHERIFF'S SALE OF REAL ESTATE
PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.1

TAKE NOTICE:

That the Sheriff's Sale of Real Property (real estate) will be held:

DATE: **FRIDAY, JANUARY 7, 2005**

TIME: **10:00 A.M.**

LOCATION: Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830

THE PROPERTY TO BE SOLD is delineated in detail in a legal description mainly consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land. (SEE DESCRIPTION ATTACHED)

THE LOCATION of your property to be sold is:

LOT 52 & LOT 53, PINE STREET
A/K/A RR #1, BOX 830R COALPORT, PA 16627

THE JUDGMENT under or pursuant to which your property is being sold is docketed in the within Commonwealth and County to:

No. 00-01339-CD

JUDGMENT AMOUNT \$49,322.10

THE NAMES OF THE OWNERS OR REPUTED OWNERS of this property is:

RICHARD E. DEMOULIN JR.

A SCHEDULE OF DISTRIBUTION, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (**for example, to banks that hold mortgages and municipalities that are owed taxes**) will be filed by the Sheriff of this County thirty (30) days after the sale and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it within ten (10) days of the date it is filed.

Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of the within County at the Courthouse address specified herein.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.

IT HAS BEEN ISSUED BECAUSE THERE IS A JUDGMENT AGAINST YOU.

IT MAY CAUSE YOUR PROPERTY TO BE HELD, TO BE SOLD OR TAKEN TO PAY THE JUDGMENT

You may have legal rights to prevent your property from being taken away. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, **YOU MUST ACT PROMPTLY.**

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE:

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

THE LEGAL RIGHTS YOU MAY HAVE ARE:

1. You may file a petition with the Court of Common Pleas of the within County to open the judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file an petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.

2. After the Sheriff's Sale you may file a petition with the Court of Common Pleas of the within County to set aside the sale for a grossly inadequate price or for other proper cause. This petition **MUST BE FILED BEFORE THE SHERIFF'S DEED IS DELIVERED.**

3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of the within County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the court and a proposed order or rule must be attached to the petition.

If a specific return date is desired, such date must be obtained from the Court Administrator's Office - Civil Division, of the within County Courthouse, before a presentation of the petition to the Court.

**PURCELL, KRUG & HALLER
Attorneys for Plaintiff
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178**

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Assessment # 101-H17-417-53

HOMECOMINGS FINANCIAL NETWORK v. RICHARD E. DEMOULIN JR.
Clearfield County Sale 1-705

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:
RICHARD E. DEMOULIN JR.
RR #1, BOX 830R
COALPORT, PA 16627

Postmark:

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:
Ruth L. Moore
Box 97
Nicktown, PA 15762

Postmark:

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:
DOMESTIC RELATIONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Postmark:



UNITED STATES POSTAGE
PITNEY BOWES
02 1A \$ 00.90⁰⁰
0004338187 NOV 01 2004
MAILED FROM ZIP CODE 17102

HOMECOMINGS FINANCIAL NETWORK v. RICHARD E. DEMOULIN JR.
Clearfield County Sale 1-7-05

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

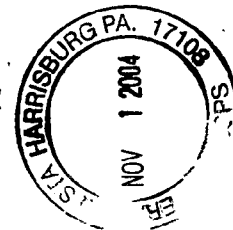
One piece of ordinary mail addressed to:

Tenant/Occupant

RR 1, Box 830R

Coalport, PA 16627

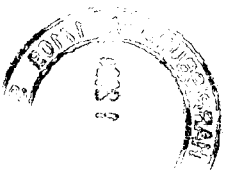
Postmark:



FILED

JAN 06 2005

William A. Shaw
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16541
NO: 00-1339 - C 6

PLAINTIFF: BANKONE, NATIONAL ASSOICATION, TRUSTEE
vs.
DEFENDANT: DEMOULIN, RICHARD E. , JR.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 08/20/2004

LEVY TAKEN 11/01/2004 @ 10:05 AM

POSTED 11/01/2004 @ 10:05 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 04/19/2005

DATE DEED FILED NOT SOLD

FILED
0133301
APR 19 2005
William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

11/01/2004 @ 10:05 AM SERVED RICHARD E. DEMOULIN, JR.

SERVED RICHARD E. DEMOULIN, JR, DEFENDANT, AT HIS RESIDENCE 101 POPLAR STREET, COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RICHARD E. DEMOULIN, JR..

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

@ SERVED

NOW, JANUARY 7, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE JANUARY 7, 2005 SHERIFF SALE TO APRIL 1, 2005 DUE TO BANKRUPTCY FILING.

@ SERVED

NOW, MARCH 29, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE APRIL 1, 2005 SHERIFF SALE DUE TO BANKRUPTCY FILING.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16541
NO: 00-1339

PLAINTIFF: BANKONE, NATIONAL ASSOICATION, TRUSTEE
vs.
DEFENDANT: DEMOULIN, RICHARD E. , JR.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS


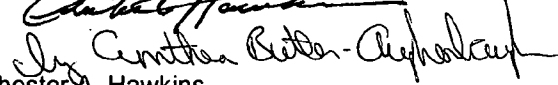
\$217.18

SURCHARGE

\$20.00 PAID BY ATTORNEY

237.18

So Answers,



Chester A. Hawkins
Sheriff

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

Bankone, National Association, Trustee

Vs.

NO.: 2000-01339-CD

Richard E. Demoulin Jr.

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BANKONE, NATIONAL ASSOCIATION, Trustee, Plaintiff(s) from RICHARD E. DEMOULIN JR., Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

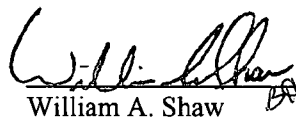
Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

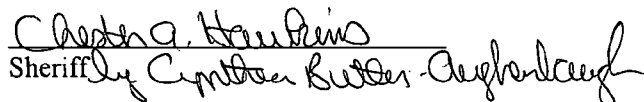
AMOUNT DUE:.....\$76,939.85
INTEREST per diem of
\$14.45 to 10/1/04:.....\$22,859.90
ESCROW DEFICIT:.....\$5,323.00
PROTH. COSTS: \$
5% ATTY'S COMM:.....\$2,238.03
BPO FEE:.....\$100.00
DATE: 08/20/2004

PAID:.....\$147.00
SHERIFF: \$
LATE CHARGES (\$22.45 per month
to 10/1/04):.....\$1,547.84
OTHER COSTS: \$
PROPERTY APPRAISAL:.....\$40.66
PROPERTY INSPECTION:.....\$69.75


William A. Shaw

Prothonotary/Clerk Civil Division

Received this writ this 20th day
of August A.D. 2004
At 3:00 A.M./PM


Sheriff Cynthia Butler

Requesting Party: Leon P. Haller
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

ALL THOSE two (2) certain lots or parcels of land, situate in the Village of Blain City, Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

PARCEL NUMBER 1: BEGINNING at a post on the Westerly line of Pine Street at the Southeastern corner of Lot Number 51, such post being located North 09 degrees West a distance of 120 feet from the Northwest corner of the intersection of Pine Street and Chestnut Street; then South 09 degrees East along the Westerly line of Pine Street for a distance of 60 feet to a post at the Northeastern corner of Lot Number 53; then South 81 degrees West along the Northerly line of Lot Number 53 for a distance of 200 feet to a post at the Northwestern corner of Lot Number 53 on the Easterly line of an alley; then North 09 degrees West along the Easterly line of said alley for a distance of 60 feet to a post at the Southwestern corner of Lot Number 51 on the Easterly line of said alley; then North 81 degrees East along the Southerly line of Lot Number 51 for a distance of 200 feet to a post and the place of BEGINNING.

This lot or parcel of land is known as Lot Number 52 on the tracing of the map of the Dotts & Shaw Addition to the Village of Blain City, Beccaria Township, Clearfield County, Pennsylvania as recorded in Clearfield County, Pennsylvania in Miscellaneous Book 52, Page 47.

PARCEL NUMBER 2: BEGINNING at a post on the Westerly line of Pine Street at the Southeastern corner of Lot Number 52, such post being located South 09 degrees East a distance of 60 feet from the Southeast corner Lot Number 51; then South 09 degrees East along the Westerly line of Pine Street for a distance of 60 feet to a post at the Northeastern corner of the intersection of Pine Street and Chestnut Street; then South 81 degrees West along the northerly line of Chestnut Street for a distance of 200 feet to a post at the Northeastern corner of the intersection of an alley and Chestnut Street; then North 09 degrees West along the Easterly line of said alley for a distance of 60 feet to a post at the Southwestern corner of Lot Number 52 on the Easterly line of said alley; then North 81 degrees East along the Southerly line of Lot Number 51 for a distance of 200 feet to a post and the place of BEGINNING.

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PARCEL NUMBER 1 and **PARCEL NUMBER 2** being collectively further identified on the Clearfield County, Pennsylvania Tax Assessment Records as Tax Map No. 101-H17-417-00053.

HAVING THEREON ERECTED A DWELLING KNOWN AS RR #1, Box 830R,
Coalport, Pennsylvania.

BEING THE SAME PREMISES WHICH Ruth L. Moore, by her Deed
dated August 23, 1999 and recorded September 14, 1999 as
Clearfield County Instrument Number 199915303, granted and
conveyed unto Richard E. Demoulin, Jr.

Assessment # 101-H17-417-53

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME RICHARD E. DEMOULIN, JR.

NO. 00-1339

NOW, April 19, 2005, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on April 01, 2005, I exposed the within described real estate of Demoulin, Richard E. , Jr. to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	21.00
LEVY	15.00
MILEAGE	21.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.18
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$217.18

DEED COSTS:

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$0.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	44,760.67
INTEREST @ 14.4500	2,629.90
FROM 10/01/2004 TO 04/01/2005	
PROTH SATISFACTION	
LATE CHARGES AND FEES	1,547.84
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	2,238.03
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	5,323.00
PROPERTY INSPECTIONS	69.75
INTEREST	22,859.90
MISCELLANEOUS	140.66
TOTAL DEBT AND INTEREST	\$79,589.75

COSTS:

ADVERTISING	536.58
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	200.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	217.18
LEGAL JOURNAL COSTS	288.00
PROTHONOTARY	147.00
MORTGAGE SEARCH	80.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,468.76

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

CHESTER A. HAWKINS, Sheriff

PURCELL, KRUG & HALLER
1719 N. FRONT STREET
HARRISBURG, PA 17102
PH: 717-234-4178 X126
FAX: 717-234-1206

fax transmittal

To: SHERIFF'S OFFICE

Clearfield County Sheriff
230 E. Market St.
Clearfield, PA 16830

Fax: 814-765-5915

Phone: 814-765-2641, Ext. 5989

Re: SHERIFFS SALE

RICHARD E. DEMOULIN JR.

00-01339-CD

From: Purcell, Krug & Haller
1719 N. Front Street
Harrisburg, PA 17102
Ph: 717-234-4178
Fax: 717-234-1206

BARB VILLARRIAL

Date: January 7, 2005

Pages: 1 PAGE

PROPERTY: LOT 52 & LOT 53, PINE
STREET A/K/A RR #1, BOX 830R LOT 52
& LOT 53, PINE STREET A/K/A RR #1,
BOX 830R

☒ **X Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

**Notes PLEASE CONTINUE THE SHERIFF SALE SCHEDULED FOR 01/07/05 TO THE
NEXT SALE DATE OF 04/01/05 DUE TO MORTGAGOR FILING BANKRUPTCY**

**IF THERE IS ANY TROUBLE IN TRANSMISSION PLEASE DIAL THE ABOVE REFERENCED SENDER
IMMEDIATELY.**

PURCELL, KRUG & HALLER
1719 N. FRONT STREET
HARRISBURG, PA 17102
PH: 717-234-4178 X 126
FAX: 717-234-1206

fax transmittal

To: SHERIFF'S OFFICE

Clearfield County Sheriff
230 E. Market St.
Clearfield, PA 16830

From: Purcell, Krug & Haller
1719 N. Front Street
Harrisburg, PA 17102
Ph: 717-234-4178
Fax: 717-234-1206

BARB VILLARRIAL

Fax: 814-765-5915

Date: March 28, 2005

Phone: 814-765-2641, Ext. 5989

Pages: 1 PAGE

Re: SHERIFFS SALE

**PROPERTY: LOT 52 & LOT 53, PINE
STREET A/K/A RR #1, BOX 830R LOT 52
& LOT 53, PINE STREET A/K/A RR #1,
BOX 830R**

RICHARD E. DEMOULIN JR.

00-01339-CD

☒ **X Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

**Notes PLEASE STAY THE SHERIFF SALE SCHEDULED FOR 04/01/05 DUE TO
MORTGAGOR STILL BEING IN BANKRUPTCY**

**IF THERE IS ANY TROUBLE IN TRANSMISSION PLEASE DIAL THE ABOVE REFERENCED SENDER
IMMEDIATELY.**

BANKONE, NATIONAL ASSOCIATION, TRUSTEE,
PLAINTIFF

VS.

RICHARD E. DEMOULIN JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 00-01339-CD

IN MORTGAGE FORECLOSURE

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

TO THE PROTHONOTARY:

Issue a Writ of Execution in the above matter on the real estate located at **LOT 52 & LOT 53, PINE STREET A/K/A RR #1, BOX 830R COALPORT, PA 16627** as follows:

Unpaid Principal Balance	\$44,760.67
Interest	\$5,099.05
Per diem of \$13.97	
To 10/1/2005	
Late Charges	\$447.79
(\$22.45 per month to 10/1/2005)	
Escrow Deficit	\$10,583.39
Property Appraisal	\$40.66
BPO Fee	\$205.00
Property Inspection	\$158.75


5% Attorney's Commission	\$2,192.74
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TOTAL WRIT	\$62,582.10
-------------------	--------------------

167.00

Prothonotary costs

****Together with any additional interests, charges and costs to the date of Sheriff's Sale.**

By 
LEON P. HALLER I.D. #15700
ATTORNEY FOR PLAINTIFF
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

Dated: July 14, 2005

Attached is a description of the real estate.

FILED ^{ICC & Lowrie}
^{w/prop. descr.}
^{m/13:50/21 to Shff}
JUL 18 2005
^{Any pd. 20.00}

William A. Shaw
Prothonotary/Clerk of Courts

ALL THOSE two (2) certain lots or parcels of land, situate in the Village of Blain City, Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

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Coalport, Pennsylvania.

BEING THE SAME PREMISES WHICH Ruth L. Moore, by her Deed
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Clearfield County Instrument Number 199915303, granted and
conveyed unto Richard E. Demoulin, Jr.

Assessment # 101-H17-417-53

BANKONE, NATIONAL ASSOCIATION, TRUSTEE,
PLAINTIFF

VS.

RICHARD E. DEMOULIN JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 00-01339-CD

IN MORTGAGE FORECLOSURE

NON-MILITARY AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF DAUPHIN :

Personally appeared before me, a Notary Public in and for said Commonwealth and County,
LEON P. HALLER, ESQUIRE who being duly sworn according to law deposes and states that the
Defendant (s) above named are not in the Military or Naval Service nor are they engaged in any way
which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

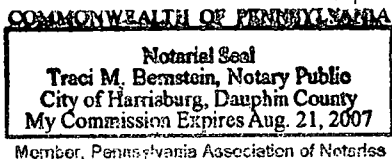
Sworn to and subscribed :

before me this 14 day :

of July 2005 :

Traci M. Bernstein
Notary Public

[Signature]
LEON P. HALLER, ESQUIRE



BANKONE, NATIONAL ASSOCIATION, TRUSTEE,
PLAINTIFF

VS.

RICHARD E. DEMOULIN JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 00-01339-CD

IN MORTGAGE FORECLOSURE

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

SS


COUNTY OF DAUPHIN :

I, **LEON P. HALLER**, Attorney for the Plaintiff in the above matter, being duly sworn according to law, hereby certify that the Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendant(s) have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

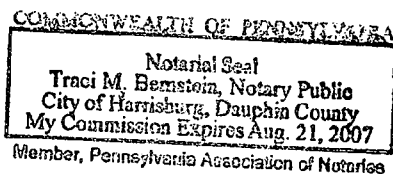
Sworn to and subscribed :

before me this 14 day :

of July 20 05 :


Notary Public


LEON P. HALLER, ESQUIRE



BANKONE, NATIONAL ASSOCIATION, TRUSTEE,
PLAINTIFF

VS.

RICHARD E. DEMOULIN JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 00-01339-CD

IN MORTGAGE FORECLOSURE

AFFIDAVIT PURSUANT TO RULE 3129.1

The Plaintiff in the above action, by its attorneys, Purcell, Krug & Haller, sets forth as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at **LOT 52 & LOT 53, PINE STREET A/K/A RR #1, BOX 830R COALPORT, PA 16627:**

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

RICHARD E. DEMOULIN JR.
RR #1, BOX 830R
COALPORT, PA 16627

RICHARD E. DEMOULIN JR.
101 POPLAR STREET
COALPORT, PA 16627

2. Name and address of Defendant(s) in the Judgment, if different from that listed. in (1) above: **SAME**

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

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

PLAINTIFF HEREIN (AND ANY OTHERS AS NOTED BELOW):

Ruth L. Moore
Box 97
Nicktown, PA 15762

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

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

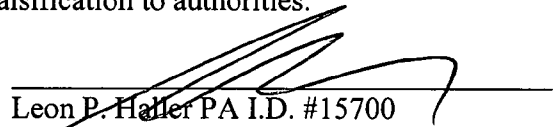
7. Name and address of every other person of whom the Plaintiff has knowledge who has **any interest** in the property which may be affected by the sale:

DOMESTIC RELATIONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

TENANT/OCCUPANT
LOT 52 & LOT 53, PINE STREET
A/K/A RR #1, BOX 830R
COALPORT, PA 16627


(In the preceding information, where addresses could not be reasonably ascertained, the same is indicated.)

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



Leon P. Haller PA I.D. #15700
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

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

 **COPY**

Bankone, National Association

Vs.

NO.: 2000-01339-CD

Richard E. Demoulin Jr.

TO THE SHERIFF OF CLEARFIELD COUNTY:

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(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description

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Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

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BPO FEE:.....\$205.00
DATE: 07/18/2005

PAID:.....\$167.00
SHERIFF: \$
OTHER COSTS: \$
ESCROW DEFICIT:.....\$10,583.39
PROPERTY APPRAISAL:.....\$40.66
PROPERTY INSPECTION:.....\$158.75



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Sheriff

Requesting Party: Leon P. Haller, Esq.
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

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Assessment # 101-H17-417-53

BANKONE, NATIONAL ASSOCIATION, TRUSTEE,
PLAINTIFF

VS.

RICHARD E. DEMOULIN JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 00-01339-CD

IN MORTGAGE FORECLOSURE

RETURN OF SERVICE

I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on 9/26/2005, a true and correct copy of the Notice of Sale of Real Estate pursuant to PA R.C.P. 3129.1 to the Defendants herein and all lienholders of record by regular first class mail (Certificate of Mailing form in compliance with U.S. Postal Form 3817 is attached hereto as evidence), and also to the Defendants by Certified Mail, which mailing receipts are attached. Service addresses are as follows:

RICHARD E. DEMOULIN JR.
RR #1, BOX 830R
COALPORT, PA 16627

RICHARD E. DEMOULIN JR.
101 POPLAR STREET
COALPORT, PA 16627

Ruth L. Moore
Box 97
Nicktown, PA 15762

DOMESTIC RELATIONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

TENANT/OCCUPANT
LOT 52 & LOT 53, PINE STREET
A/K/A RR #1, BOX 830R
COALPORT, PA 16627

FILED *NO CC*
m/118 bl
NOV 03 2005
William A. Shaw
Prothonotary/Clerk of Courts

By 
PURCELL, KRUG & HALLER
Attorneys for Plaintiff
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

LAW OFFICES

Purcell, Krug & Haller

1719 NORTH FRONT STREET
HARRISBURG, PENNSYLVANIA 17102-2392
TELEPHONE (717) 234-4178
FAX (717) 234-1206

HOWARD B. KRUG
LEON P. HALLER
JOHN W. PURCELL JR.
JILL M. WINKA
BRIAN J. TYLER
NICHOLE M. STALEY O'GORMAN

HERSHEY
(717) 533-3836
JOSEPH NISSLEY (1910-1982)
JOHN W. PURCELL
VALERIE A. GUNNOF
COUNSEL

RICHARD E. DEMOULIN JR.
RR #1, BOX 830R
COALPORT, PA 16627

RICHARD E. DEMOULIN JR.
101 POPLAR STREET
COALPORT, PA 16627

Ruth L. Moore
Box 97
Nicktown, PA 15762

DOMESTIC RELATIONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

TENANT/OCCUPANT
LOT 52 & LOT 53, PINE STREET
A/K/A RR #1, BOX 830R
COALPORT, PA 16627

NOTICE IS HEREBY GIVEN to the Defendants in the within action and those parties who hold one or more mortgages, judgments or tax liens against the real estate which is the subject of the Notice of Sale pursuant to Pennsylvania Rule of Civil Procedure 3129.1 attached hereto.

YOU ARE HEREBY NOTIFIED that by virtue of a Writ of Execution issued out of the Court of Common Pleas of the within county on the judgment of the Plaintiff named herein the said real estate will be exposed to public sale as set forth on the attached Notice of Sale.

YOU ARE FURTHER NOTIFIED that the lien you hold against the said real estate will be divested by the sale and that you have an opportunity to protect your interest, if any, by being notified of said Sheriff's Sale.

By: _____

Leon P. Haller PA I.D.15700
Attorney for Plaintiff

BANKONE, NATIONAL ASSOCIATION, TRUSTEE,
PLAINTIFF

VS.

RICHARD E. DEMOULIN JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 00-01339-CD

IN MORTGAGE FORECLOSURE

NOTICE OF SHERIFF'S SALE OF REAL ESTATE
PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.1

TAKE NOTICE:

That the Sheriff's Sale of Real Property (real estate) will be held:

DATE: **FRIDAY, DECEMBER 2, 2005**

TIME: **10:00 O'CLOCK, A.M., PREVAILING LOCAL TIME**

LOCATION: Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830

THE PROPERTY TO BE SOLD is delineated in detail in a legal description mainly consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land. (SEE DESCRIPTION ATTACHED)

THE LOCATION of your property to be sold is:

LOT 52 & LOT 53, PINE STREET
A/K/A RR #1, BOX 830R COALPORT, PA 16627

THE JUDGMENT under or pursuant to which your property is being sold is docketed in the within Commonwealth and County to:

No. 00-01339-CD

JUDGMENT AMOUNT \$49,322.10

THE NAMES OF THE OWNERS OR REPUTED OWNERS of this property is:

RICHARD E. DEMOULIN JR.

A **SCHEDULE OF DISTRIBUTION**, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff **(for example, to banks that hold mortgages and municipalities that are owed taxes)** will be filed by the Sheriff of this County thirty (30) days after the sale and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it within ten (10) days of the date it is filed.

Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of the within County at the Courthouse address specified herein.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.

IT HAS BEEN ISSUED BECAUSE THERE IS A JUDGMENT AGAINST YOU.

IT MAY CAUSE YOUR PROPERTY TO BE HELD, TO BE SOLD OR TAKEN TO PAY THE JUDGMENT

You may have legal rights to prevent your property from being taken away. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, **YOU MUST ACT PROMPTLY.**

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE:

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

THE LEGAL RIGHTS YOU MAY HAVE ARE:

1. You may file a petition with the Court of Common Pleas of the within County to open the judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file an petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.

2. After the Sheriff's Sale you may file a petition with the Court of Common Pleas of the within County to set aside the sale for a grossly inadequate price or for other proper cause. This petition **MUST BE FILED BEFORE THE SHERIFF'S DEED IS DELIVERED.**

3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of the within County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the court and a proposed order or rule must be attached to the petition.

If a specific return date is desired, such date must be obtained from the Court Administrator's Office - Civil Division, of the within County Courthouse, before a presentation of the petition to the Court.

**PURCELL, KRUG & HALLER
Attorneys for Plaintiff
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178**

ALL THOSE two (2) certain lots or parcels of land, situate in the Village of Blain City, Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

PARCEL NUMBER 1: BEGINNING at a post on the Westerly line of Pine Street at the Southeastern corner of Lot Number 51, such post being located North 09 degrees West a distance of 120 feet from the Northwest corner of the intersection of Pine Street and Chestnut Street; then South 09 degrees East along the Westerly line of Pine Street for a distance of 60 feet to a post at the Northeastern corner of Lot Number 53; then South 81 degrees West along the Northerly line of Lot Number 53 for a distance of 200 feet to a post at the Northwestern corner of Lot Number 53 on the Easterly line of an alley; then North 09 degrees West along the Easterly line of said alley for a distance of 60 feet to a post at the Southwestern corner of Lot Number 51 on the Easterly line of said alley; then North 81 degrees East along the Southerly line of Lot Number 51 for a distance of 200 feet to a post and the place of BEGINNING.

This lot or parcel of land is known as Lot Number 52 on the tracing of the map of the Dotts & Shaw Addition to the Village of Blain City, Beccaria Township, Clearfield County, Pennsylvania as recorded in Clearfield County, Pennsylvania in Miscellaneous Book 52, Page 47.

PARCEL NUMBER 2: BEGINNING at a post on the Westerly line of Pine Street at the Southeastern corner of Lot Number 52, such post being located South 09 degrees East a distance of 60 feet from the Southeast corner Lot Number 51; then South 09 degrees East along the Westerly line of Pine Street for a distance of 60 feet to a post at the Northeastern corner of the intersection of Pine Street and Chestnut Street; then South 81 degrees West along the northerly line of Chestnut Street for a distance of 200 feet to a post at the Northeastern corner of the intersection of an alley and Chestnut Street; then North 09 degrees West along the Easterly line of said alley for a distance of 60 feet to a post at the Southwestern corner of Lot Number 52 on the Easterly line of said alley; then North 81 degrees East along the Southerly line of Lot Number 51 for a distance of 200 feet to a post and the place of BEGINNING.

This lot or parcel of land is known as Lot Number 53 on the tracing of the map of the Dotts & Shaw Addition to the Village of Blain City, Beccaria Township, Clearfield County, Pennsylvania as recorded in Clearfield County, Pennsylvania in Miscellaneous Book 52, Page 47.

PARCEL NUMBER 1 and PARCEL NUMBER 2 being collectively further identified on the Clearfield County, Pennsylvania Tax Assessment Records as Tax Map No. 101-H17-417-00053.

HAVING THEREON ERECTED A DWELLING KNOWN AS RR #1, Box 830R,
Coalport, Pennsylvania.

BEING THE SAME PREMISES WHICH Ruth L. Moore, by her Deed
dated August 23, 1999 and recorded September 14, 1999 as
Clearfield County Instrument Number 199915303, granted and
conveyed unto Richard E. Demoulin, Jr.

Assessment # 101-H17-417-53

7160 3901 9849 0763 2049

TO: RICHARD E. DEMOULIN JR.
101 POPLAR STREET
COALPORT, PA 16627

SENDER: NOS 12/02/05

REFERENCE: HC VS. DEMOULIN

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	.6
	Certified Fee	2.30
	Return Receipt Fee	1.75
	Restricted Delivery	3.50
	Total Postage & Fees	8.15

US Postal Service

**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail

7160 3901 9849 0763 2056

TO: RICHARD E. DEMOULIN JR.
RR #1, BOX 830R
COALPORT, PA 16627

SENDER: NOS 12/02/05

REFERENCE: HC VS. DEMOULIN

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	.6
	Certified Fee	2.30
	Return Receipt Fee	1.75
	Restricted Delivery	3.50
	Total Postage & Fees	8.15

US Postal Service

**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail

HOMECOMINGS FINANCIAL NETWORK v. RICHARD E. DEMOULIN JR.
Clearfield County Sale 12-2-05

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

RICHARD E. DEMOULIN JR.
RR #1, BOX 830R
COALPORT, PA 16627

Postmark:

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

RICHARD E. DEMOULIN JR.
101 POPLAR STREET
COALPORT, PA 16627

Postmark:

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

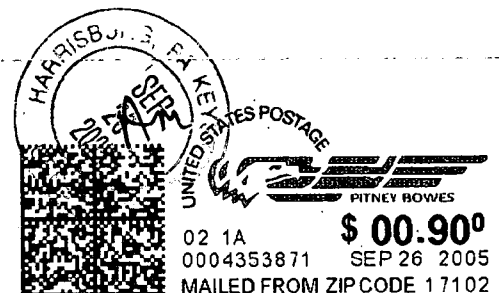
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

DOMESTIC RELATIONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Postmark:



HOMECOMINGS FINANCIAL NETWORK v. RICHARD E. DEMOULIN JR.
Clearfield County Sale

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

TENANT/OCCUPANT
LOT 52 & LOT 53, PINE STREET
A/K/A RR #1, BOX 830R
COALPORT, PA 16627

Postmark:

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

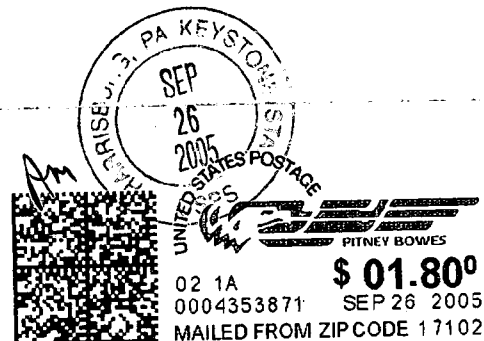
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

Ruth L. Moore
Box 97
Nicktown, PA 15762

Postmark:



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20211
NO: 00-1339-CD

PLAINTIFF: BANKONE, NATIONAL ASSOCIATION
vs.
DEFENDANT: RICHARD E. DEMOULIN, JR.

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 07/19/2005

LEVY TAKEN 09/26/2005 @ 10:49 AM

POSTED 09/26/2005 @ 10:49 AM

SALE HELD 12/02/2005

SOLD TO BANKONE, NATIONAL ASSOCIATION, AS TRUSTEE

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 01/16/2006

DATE DEED FILED 01/16/2006

PROPERTY ADDRESS RR #1, BOX 830R A/K/A 101 POPLAR STREET COALPORT , PA 16627

SERVICES

09/26/2005 @ 10:49 AM SERVED RICHARD E. DEMOULIN, JR.

SERVED RICHARD E. DEMOULIN, JR., DEFENDANT, AT HIS RESIDENCE RR #1, BOX 830R A/K/A 101 POPLAR STREET, COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RICHARD E. DEMOULIN, JR.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

FILED
01/10/35/01
JAN 16 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20211
NO: 00-1339-CD

PLAINTIFF: BANKONE, NATIONAL ASSOCIATION
VS.
DEFENDANT: RICHARD E. DEMOULIN, JR.

Execution REAL ESTATE

SHERIFF RETURN


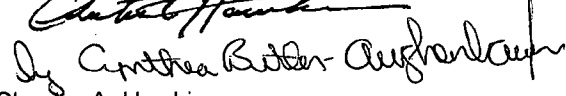
SHERIFF HAWKINS \$239.76

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

BANKONE, NATIONAL ASSOCIATION, TRUSTEE,
PLAINTIFF

VS.

RICHARD E. DEMOULIN JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 00-01339-CD

IN MORTGAGE FORECLOSURE

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

TO THE PROTHONOTARY:

Issue a Writ of Execution in the above matter on the real estate located at **LOT 52 & LOT 53, PINE STREET A/K/A RR #1, BOX 830R COALPORT, PA 16627** as follows:

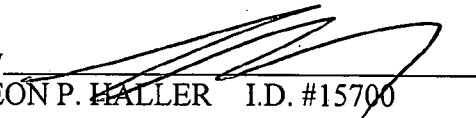
Unpaid Principal Balance	\$44,760.67
Interest	\$5,099.05
Per diem of \$13.97	
To 10/1/2005	
Late Charges	\$447.79
(\$22.45 per month to 10/1/2005)	
Escrow Deficit	\$10,583.39
Property Appraisal	\$40.66
BPO Fee	\$205.00
Property Inspection	\$158.75

5% Attorney's Commission	\$2,192.74
--------------------------	------------

TOTAL WRIT	\$62,582.10
	167.00

Prothonotary costs

****Together with any additional interests, charges and costs to the date of Sheriff's Sale.**

By 
LEON P. HALLER I.D. #15700
ATTORNEY FOR PLAINTIFF
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

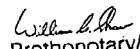
Dated: July 14, 2005

Attached is a description of the real estate.

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

JUL 18 2005

Attest.


Prothonotary/
Clerk of Courts

ALL THOSE two (2) certain lots or parcels of land, situate in the Village of Blain City, Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

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Coalport, Pennsylvania.

BEING THE SAME PREMISES WHICH Ruth L. Moore, by her Deed
dated August 23, 1999 and recorded September 14, 1999 as
Clearfield County Instrument Number 199915303, granted and
conveyed unto Richard E. Demoulin, Jr.

Assessment # 101-H17-417-53

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME RICHARD E. DEMOULIN, JR.

NO. 00-1339-CD

NOW, January 16, 2006, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on December 02, 2005, I exposed the within described real estate of Richard E. Demoulin, Jr. to public venue or outcry at which time and place I sold the same to BANKONE, NATIONAL ASSOCIATION he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	27.16
LEVY	15.00
MILEAGE	27.16
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.44
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 AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$239.76

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	30.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$30.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	44,760.67
INTEREST @ 13.9700 %	866.14
FROM 10/01/2005 TO 12/02/2005	
PROTH SATISFACTION	
LATE CHARGES AND FEES	447.79
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	2,192.74
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	10,583.39
PROPERTY INSPECTIONS	
INTEREST	5,099.05
MISCELLANEOUS	404.41
TOTAL DEBT AND INTEREST	\$64,374.19

COSTS:

ADVERTISING	536.44
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.50
SHERIFF COSTS	239.76
LEGAL JOURNAL COSTS	270.00
PROTHONOTARY	167.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,388.70

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

CHESTER A. HAWKINS, Sheriff

FILED

JAN 16 2006

William A. Shaw
Prothonotary/Clerk of Court

