

00-1358-CD
FIRST UNION NATIONAL BANK etal -vs- JEFFREY T. SHIREY etux

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST UNION NATIONAL BANK
(Trustee for the PENNSYLVANIA
HOUSING FINANCE AGENCY),
assignee of PENNSYLVANIA HOUSING
FINANCE AGENCY, assignee of
MELLON BANK, N.A., Successor
Trustee, assignee of TOWNE &
COUNTRY MORTGAGE CORP.,

Plaintiff,

vs.

JEFFREY T. SHIREY and JAMIE L.
SHIREY, husband and wife,

Defendants.

CIVIL DIVISION

NO. 00-1358-CO

**COMPLAINT IN MORTGAGE
FORECLOSURE**

Code
MORTGAGE FORECLOSURE

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
PA I.D. #3810
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

FILED

NOV 03 2000

William A. Shaw
Prothonotary

COMPLAINT IN MORTGAGE FORECLOSURE

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 THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY THE ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES AND OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

**PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830**

(814) 765-2641 - EXT. 20

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff by its attorneys, Louis P. Vitti and Associates, P.C. and Louis P. Vitti, Esquire, and pursuant to the Pennsylvania Rules of Civil Procedure Numbers 1141 through 1150, for its Complaint in Mortgage Foreclosure, sets forth the following:

1. The Plaintiff is a corporation duly authorized to conduct business within the laws of the Commonwealth of Pennsylvania, having a principal place of business located at 2101 North Front Street, Harrisburg, PA 17105.

2. The Defendant(s) is/are individuals with a last known mailing address of RD #3, Box 26, Carbon Mine Road, Clearfield, PA 16830. The property address is **RD #3, Box 26, Carbon Mine Road, Clearfield, PA 16830** and is the subject of this action.

3. On the 24th day of November, 1995, in consideration of a loan of Thirty-Five Thousand and No/100 (\$35,000.00) Dollars made by Towne & Country Mortgage Corp., a PA corporation, to Defendant(s), the said Defendant(s) executed and delivered to Towne & Country Mortgage Corp., a PA corporation, a "Note" secured by a Mortgage with the Defendant(s) as mortgagor(s) and Towne & Country Mortgage Corp., as mortgagee, which mortgage was recorded on the 30th day of November, 1995, in the Office of the Recorder of Deeds of Clearfield County, in Mortgage Book Volume 1721, page 31. The said mortgage is incorporated herein by reference thereto as though the same were set forth fully at length.

4. The premises secured by the mortgage are:

(See Exhibit "A" attached hereto.)

5. On the 24th day of November, 1995, Towne & Country Mortgage Corp., a PA corporation, assigned to the Plaintiff, Mellon Bank, N.A., Successor Trustee, the said mortgage, that assignment being recorded in the Office of the Recorder of Deeds of Clearfield County on the 30th day of November, 1995, in Mortgage Book Volume 1721, page 39. The said assignment is incorporated herein by reference.

6. On or before the 20th day of October, 1998, Mellon Bank, N.A., Successor Trustee, a PA corporation, assigned to the Plaintiff, Pennsylvania Housing Finance Agency, the said mortgage, that assignment being recorded in the Office of the Recorder of Deeds of Clearfield County on the 20th day of October, 1998, in Mortgage Book Volume 1977, page 476. The said assignment is incorporated herein by reference.

7. Subsequent thereto, Pennsylvania Housing Finance Agency, a PA corporation, assigned to the Plaintiff, First Union National Bank (Trustee for the Pennsylvania Housing Finance Agency), the said mortgage, that assignment being recorded in the Office of the Recorder of Deeds of Clearfield County and the said assignment is incorporated herein by reference.

8. Said mortgage provides, inter alia:

"that when as soon as the principal debt secured shall become due and payable, or in case default shall be made in the payment of any installment of principal and interest, or any monthly payment, keeping and performance by the mortgagor of any of the terms, conditions or covenants of the mortgage or note, it shall be lawful for mortgagee to bring an Action of Mortgage Foreclosure, or other proceedings upon the mortgage, of principal debt, interest and all other recoverable sums, together with attorney's fees."

9. Since July 1, 2000, the mortgage has been in default by reason, inter alia, of the failure of the mortgagor(s) to make payments provided for in the said mortgage (including principal and interest) and, under the terms of the mortgage, the entire principal sum is due and payable.

10. In accordance with the appropriate Pennsylvania Acts of Assembly and the Pennsylvania Rules of Civil Procedure, the mortgagor(s) has been advised in writing of the mortgagees intention to foreclose. The appropriate time period has elapsed since the Notice of Intention to Foreclose has been served upon the mortgagor(s).


11. The amount due on said mortgage is itemized on the attached schedule.

12. Plaintiff does hereby release the personal representative, heir and/or devisee of the mortgagor(s) from liability for the debt secured by the mortgage.

WHEREFORE, pursuant to Pennsylvania Rule of Civil Procedure Number 1147(6), Plaintiff demands judgment for the amount due of Thirty-Eight Thousand, Nine Hundred Seventy and 47/100 Dollars (\$38,970.47) with interest and costs.

Respectfully submitted,

LOUIS P. VITTI & ASSOC., P.C.

BY 

Louis P. Vitti, Esquire
Attorney for Plaintiff

Shirey, Jeffrey T.

SCHEDULE OF AMOUNTS DUE UNDER MORTGAGE

Unpaid Principal Balance		33,221.21
Interest	7.1500% from 06/01/00 through 11/30/2000 (Plus \$6.5077 per day after 11/30/2000)	1,184.40
Late charges through 11/01/2000		
0 months @ 9.46	0.00	
Accumulated beforehand	<u>47.30</u>	47.30
(Plus \$9.46 on the 17th day of each month after 11/01/2000)		
Attorney's fee		1,661.06
Escrow deficit		<u>2,856.50</u>
(This figure includes projected additional charges that may be incurred by the Plaintiff and transmitted to the sheriff as charges on the writ prior to the date of the sheriff's sale)		
BALANCE DUE		38,970.47

ADDENDUM ATTACHED TO AND MADE A PART OF THAT CERTAIN MORTGAGE FROM JEFFREY T. SHIREY AND JAMIE L. SHIREY , HUSBAND AND WIFE TO TOWNE & COUNTRY MORTGAGE CORP. DATED NOVEMBER 24, 1995 AND COVERING PROPERTY KNOWN AS RD #3, CARBON MINE ROAD, CLEARFIELD, PA 16830.

ALL that certain lot or parcel of land with a residential dwelling and other improvements thereon located in Lawrence Township, Clearfield County, Pennsylvania, more fully described as follows:

BEGINNING at an iron pin on the Northern right-of-way of Legislative Route 17108 at the Southeast corner of lands now or formerly of Delmont R. Clark; thence by said right-of-way North 87° 36' East, 316.47 feet; thence South 66° 40' East, 260 feet; thence still by said right-of-way North 66° 34' East, 81.54 feet to center of Earthen Drive; thence by same along line of lands now or formerly of Michael Dixon, North 20° 39' West, 205 feet to an iron pin near the Northeast edge of said Drive; thence generally along centerline of said Drive, North 77° 55' West, 148.77 feet to a bolt in center of said Drive; thence still by Dixon, North 3° 22' West 32.35 feet, passing West of a large maple to an iron pin; thence along the Southern right-of-way of the Pennsylvania Railroad on a curve to the right on radius of 3852.83 feet, a distance of 164.20 feet and which cord runs South 88° 00 West, 164.19 feet; thence still along said right-of-way South 88° 13' West, 324.61 feet through the line of lands now or formerly of Delmont R. Clark; thence by same, South 22° 27' 30" East, 203.17 feet to the place of beginning. Containing 2.8376 acres.

SUBJECT to all exceptions, reservations, restrictions, easement, rights of way, and oil and gas leases as set forth in prior instruments of record.

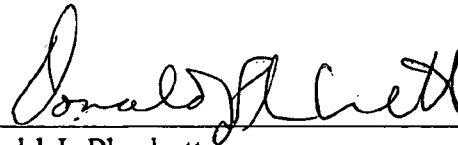
BEING the same property which Lauren A. Melroy and Brian S. Melroy, wife and husband, by deed dated November 24, 1995 and to be recorded herewith, granted and conveyed to Jeffrey T. Shirey and Jamie L. Shirey, husband and wife, the Mortgagors herein.

EXHIBIT "A"

Received by PHFA
DEC 22 1995
SINGLE FAMILY
PROGRAMS DIVISION

VERIFICATION

Donald J. Plunkett hereby states that he is the Assistant Executive Director for Single Family Programs of the Pennsylvania Housing Finance Agency, mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Donald J. Plunkett

Assistant Executive Director for Single
Family Programs

Date: November 1, 2000

FILED

for

NOV 03 2000

10241 city lth pd \$80.00

WILSON

3cc Shew



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

10366

FIRST UNION NATIONAL BANK

00-1358-CD

VS.

SHIREY, JEFFREY T. & JAMIE L.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW NOVEMBER 7, 2000 AT 3:40 PM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAMIE L. SHIREY, DEFENDANT AT RESIDENCE, 717 ELK AVE., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JAMIE L. SHIREY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: SNYDER/MARSHALL

NOW NOVEMBER 15, 2000 AT 11:00 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JEFFREY T. SHIREY, DEFENDANT AT EMPLOYMENT, TRUCK STOP ON SR 879, EXT. 19, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JEFFREY T. SHIREY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: MCCLEARY/MARSHALL

Return Costs

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

FILED

DEC 13 2000
0111:04
William A. Shaw
Prothonotary *EKB*

Sworn to Before Me This

BH Day Of *December* 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 Marilyn Harris
Chester A. Hawkins
Sheriff

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST UNION NATIONAL BANK
(Trustee for the PENNSYLVANIA
HOUSING FINANCE AGENCY),
assignee of PENNSYLVANIA HOUSING
FINANCE AGENCY, assignee of
MELLON BANK, N.A., Successor
Trustee, assignee of TOWNE &
COUNTRY MORTGAGE CORP.,

Plaintiff,

vs.

JEFFREY T. SHIREY and JAMIE L.
SHIREY, husband and wife,

Defendants.

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

NOV 03 2000

Attest.


Prothonotary

CIVIL DIVISION

NO. 00-1358-CO

COMPLAINT IN MORTGAGE
FORECLOSURE

Code
MORTGAGE FORECLOSURE

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
PA I.D. #3810
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

COMPLAINT IN MORTGAGE FORECLOSURE

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 THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY THE ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES AND OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

**PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830**

(814) 765-2641 - EXT. 20

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff by its attorneys, Louis P. Vitti and Associates, P.C. and Louis P. Vitti, Esquire, and pursuant to the Pennsylvania Rules of Civil Procedure Numbers 1141 through 1150, for its Complaint in Mortgage Foreclosure, sets forth the following:

1. The Plaintiff is a corporation duly authorized to conduct business within the laws of the Commonwealth of Pennsylvania, having a principal place of business located at 2101 North Front Street, Harrisburg, PA 17105.

2. The Defendant(s) is/are individuals with a last known mailing address of RD #3, Box 26, Carbon Mine Road, Clearfield, PA 16830. The property address is **RD #3, Box 26, Carbon Mine Road, Clearfield, PA 16830** and is the subject of this action.

3. On the 24th day of November, 1995, in consideration of a loan of Thirty-Five Thousand and No/100 (\$35,000.00) Dollars made by Towne & Country Mortgage Corp., a PA corporation, to Defendant(s), the said Defendant(s) executed and delivered to Towne & Country Mortgage Corp., a PA corporation, a "Note" secured by a Mortgage with the Defendant(s) as mortgagor(s) and Towne & Country Mortgage Corp., as mortgagee, which mortgage was recorded on the 30th day of November, 1995, in the Office of the Recorder of Deeds of Clearfield County, in Mortgage Book Volume 1721, page 31. The said mortgage is incorporated herein by reference thereto as though the same were set forth fully at length.

4. The premises secured by the mortgage are:

(See Exhibit "A" attached hereto.)

5. On the 24th day of November, 1995, Towne & Country Mortgage Corp., a PA corporation, assigned to the Plaintiff, Mellon Bank, N.A., Successor Trustee, the said mortgage, that assignment being recorded in the Office of the Recorder of Deeds of Clearfield County on the 30th day of November, 1995, in Mortgage Book Volume 1721, page 39. The said assignment is incorporated herein by reference.

6. On or before the 20th day of October, 1998, Mellon Bank, N.A., Successor Trustee, a PA corporation, assigned to the Plaintiff, Pennsylvania Housing Finance Agency, the said mortgage, that assignment being recorded in the Office of the Recorder of Deeds of Clearfield County on the 20th day of October, 1998, in Mortgage Book Volume 1977, page 476. The said assignment is incorporated herein by reference.

7. Subsequent thereto, Pennsylvania Housing Finance Agency, a PA corporation, assigned to the Plaintiff, First Union National Bank (Trustee for the Pennsylvania Housing Finance Agency), the said mortgage, that assignment being recorded in the Office of the Recorder of Deeds of Clearfield County and the said assignment is incorporated herein by reference.

8. Said mortgage provides, inter alia:

"that when as soon as the principal debt secured shall become due and payable, or in case default shall be made in the payment of any installment of principal and interest, or any monthly payment, keeping and performance by the mortgagor of any of the terms, conditions or covenants of the mortgage or note, it shall be lawful for mortgagee to bring an Action of Mortgage Foreclosure, or other proceedings upon the mortgage, of principal debt, interest and all other recoverable sums, together with attorney's fees."

9. Since July 1, 2000, the mortgage has been in default by reason, inter alia, of the failure of the mortgagor(s) to make payments provided for in the said mortgage (including principal and interest) and, under the terms of the mortgage, the entire principal sum is due and payable.

10. In accordance with the appropriate Pennsylvania Acts of Assembly and the Pennsylvania Rules of Civil Procedure, the mortgagor(s) has been advised in writing of the mortgagees intention to foreclose. The appropriate time period has elapsed since the Notice of Intention to Foreclose has been served upon the mortgagor(s).

11. The amount due on said mortgage is itemized on the attached schedule.

12. Plaintiff does hereby release the personal representative, heir and/or devisee of the mortgagor(s) from liability for the debt secured by the mortgage.

WHEREFORE, pursuant to Pennsylvania Rule of Civil Procedure Number 1147(6), Plaintiff demands judgment for the amount due of Thirty-Eight Thousand, Nine Hundred Seventy and 47/100 Dollars (\$38,970.47) with interest and costs.

Respectfully submitted,

LOUIS P. VITTI & ASSOC., P.C.

BY *Louis P. Vitti*

Louis P. Vitti, Esquire
Attorney for Plaintiff

Shirey, Jeffrey T.

SCHEDULE OF AMOUNTS DUE UNDER MORTGAGE

Unpaid Principal Balance	33,221.21
Interest 7.1500% from 06/01/00 through 11/30/2000 (Plus \$6.5077 per day after 11/30/2000)	1,184.40
Late charges through 11/01/2000 0 months @ 9.46 0.00 Accumulated beforehand <u>47.30</u> (Plus \$9.46 on the 17th day of each month after 11/01/2000)	47.30
Attorney's fee	1,661.06
Escrow deficit (This figure includes projected additional charges that may be incurred by the Plaintiff and transmitted to the sheriff as charges on the writ prior to the date of the sheriff's sale)	<u>2,856.50</u>
BALANCE DUE	38,970.47

ADDENDUM ATTACHED TO AND MADE A PART OF THAT CERTAIN MORTGAGE FROM JEFFREY T. SHIREY AND JAMIE L. SHIREY, HUSBAND AND WIFE TO TOWNE & COUNTRY MORTGAGE CORP. DATED NOVEMBER 24, 1995 AND COVERING PROPERTY KNOWN AS RD #3, CARBON MINE ROAD, CLEARFIELD, PA 16830.

ALL that certain lot or parcel of land with a residential dwelling and other improvements thereon located in Lawrence Township, Clearfield County, Pennsylvania, more fully described as follows:

BEGINNING at an iron pin on the Northern right-of-way of Legislative Route 17108 at the Southeast corner of lands now or formerly of Delmont R. Clark; thence by said right-of-way North 87° 36' East, 316.47 feet; thence South 66° 40' East, 260 feet; thence still by said right-of-way North 66° 34' East, 81.54 feet to center of Earthen Drive; thence by same along line of lands now or formerly of Michael Dixon, North 20° 39' West, 205 feet to an iron pin near the Northeast edge of said Drive; thence generally along centerline of said Drive, North 77° 55' West, 148.77 feet to a bolt in center of said Drive; thence still by Dixon, North 3° 22' West 32.35 feet, passing West of a large maple to an iron pin; thence along the Southern right-of-way of the Pennsylvania Railroad on a curve to the right on radius of 3852.83 feet, a distance of 164.20 feet and which cord runs South 88° 00 West, 164.19 feet; thence still along said right-of-way South 88° 13' West, 324.61 feet through the line of lands now or formerly of Delmont R. Clark; thence by same, South 22° 27' 30" East, 203.17 feet to the place of beginning. Containing 2.8376 acres.

SUBJECT to all exceptions, reservations, restrictions, easement, rights of way, and oil and gas leases as set forth in prior instruments of record.

BEING the same property which Lauren A. Melroy and Brian S. Melroy, wife and husband, by deed dated November 24, 1995 and to be recorded herewith, granted and conveyed to Jeffrey T. Shirey and Jamie L. Shirey, husband and wife, the Mortgagors herein.

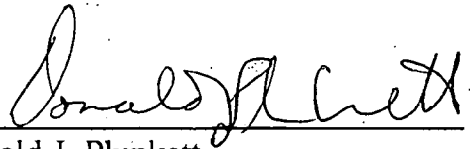
EXHIBIT

A

Received by PHFA
DEC 22 1995
SINGLE FAMILY
PROGRAMS DIVISION

VERIFICATION

Donald J. Plunkett hereby states that he is the Assistant Executive Director for Single Family Programs of the Pennsylvania Housing Finance Agency, mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

A handwritten signature in dark ink, appearing to read "Donald J. Plunkett", is written over a horizontal line.

Donald J. Plunkett
Assistant Executive Director for Single
Family Programs

Date: November 1, 2000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST UNION NATIONAL BANK,
(Trustee for the PENNSYLVANIA
HOUSING FINANCE AGENCY), assignee
of PENNSYLVANIA HOUSING
FINANCE AGENCY, assignee of
MELLON BANK, N.A., Successor Trustee,
assignee of TOWNE & COUNTRY
MORTGAGE CORP.,

Plaintiff,

vs.

⁵⁴ JEFFERY T. SHIREY and ⁵⁴ JAMIE L.
SHIREY, husband and wife,

Defendants.

CIVIL DIVISION

NO. 2000-01358-CD

**PRAECIPE FOR DEFAULT
JUDGMENT, CERTIFICATION OF
MAILING AND AFFIDAVIT OF NON-
MILITARY SERVICE**

Code MORTGAGE FORECLOSURE

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
PA I.D. #3810
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

FILED

DEC 21 2000

William A. Shaw
Prothonotary

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

FIRST UNION NATIONAL BANK, (Trustee for the
PENNSYLVANIA HOUSING FINANCE AGENCY),
assignee of PENNSYLVANIA HOUSING FINANCE
AGENCY, assignee of MELLON BANK, N.A., Successor
Trustee, assignee of TOWNE & COUNTY MORTGAGE
CORP.,

Plaintiff,

vs.

JEFFREY T. SHIREY and JAMIE L. SHIREY, husband
and wife,

Defendants.

NO. 2000-01358-CD

PRAECIPE FOR DEFAULT JUDGMENT
AND ASSESSMENT OF DAMAGES

TO: PROTHONOTARY OF CLEARFIELD

Enter judgment in Default of an Answer in the amount of **\$39,094.11**, in favor of the First Union National Bank, et al, Plaintiff in the above-captioned action, against the Defendants, **Jeffrey T. Shirey and Jamie L. Shirey** and assess Plaintiff's damages as follows and/or as calculated in the Complaint:

Unpaid Principal Balance	\$33,221.21
Interest from 06/01/00-12/19/00 (Plus \$6.577 per day after 12/19)	1,308.04
Late charges (Plus \$9.462 per month from 11/01/00-Sale Date)	47.30
Attorney's fee	1,661.60
Escrow Deficit (Plus any additional charges that may be incurred by the Plaintiff and transmitted to the sheriff as charges on the writ prior to the date of the sheriff's sale)	<u>2,856.50</u>
Total Amount Due	<u>\$39,094.11</u>

The real estate, which is the subject matter of the Complaint, is situate in Lawrence Township, Clearfield Cty, PA. HET residential dwelling k/a RD #3, Box 26, Carbon Mine Road, Clearfield, PA 16830. Parcel No. 123-J9-62..


Louis P. Vitti, Esquire

Attorney for the Plaintiff

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

FIRST UNION NATIONAL BANK, (Trustee for the
PENNSYLVANIA HOUSING FINANCE AGENCY),
assignee of PENNSYLVANIA HOUSING FINANCE
AGENCY, assignee of MELLON BANK, N.A., Successor
Trustee, assignee of TOWNE & COUNTY MORTGAGE
CORP.,

Plaintiff,

vs.

JEFFREY T. SHIREY and JAMIE L. SHIREY, husband
and wife,

Defendants.

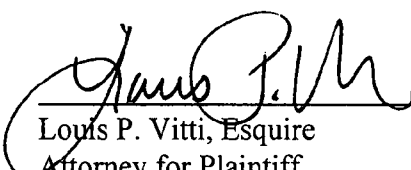
NO. 2000-01358-CD

CERTIFICATION OF MAILING

I, Louis P. Vitti, do hereby certify that a Notice of Intention to Take Judgment was mailed to the Defendant(s), in the above-captioned case on December 6, 2000, giving ten (10) day notice that judgment would be entered should no action be taken.

LOUIS P. VITTI & ASSOCIATES, P.C.

BY:

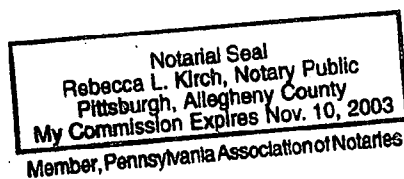

Louis P. Vitti, Esquire
Attorney for Plaintiff

SWORN to and subscribed

before me this 19th day

of December, 2000.


Notary Public



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

FIRST UNION NATIONAL BANK, (Trustee for the
PENNSYLVANIA HOUSING FINANCE AGENCY),
assignee of PENNSYLVANIA HOUSING FINANCE
AGENCY, assignee of MELLON BANK, N.A., Successor
Trustee, assignee of TOWNE & COUNTRY MORTGAGE
CORP.,

Plaintiff,

vs.

JEFFREY T. SHIREY and JAMIE L. SHIREY, husband
and wife,

Defendants.

NO. 2000-01358-CD

IMPORTANT NOTICE

TO: Jeffrey T. Shirey
The Truck Stop
Route 879
Clearfield, PA 16830

AND

Jamie L. Shirey
717 Elk Avenue
Clearfield, PA 16830

Date of Notice: December 6, 2000


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

**PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 EXT. 20**

BY:

LOUIS P. VITTI & ASSOCIATES, P.C.


Louis P. Vitti, Esquire
Attorney for Plaintiff
916 Fifth Avenue
Pittsburgh, PA 15219

**** THE DEBT COLLECTOR IS ATTEMPTING TO COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. ****

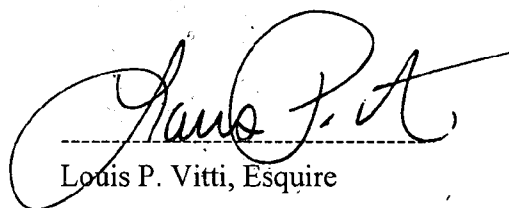
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

COMMONWEALTH OF PENNSYLVANIA, SS:

COUNTY OF ALLEGHENY

BEFORE me, the undersigned authority, personally appeared Louis P. Vitti, Esquire, who, being duly sworn according to law, deposes and says that he is advised and believes that DEFENDANT(S) is/are not presently in the active military service of the United States of America and not members of the Army of the United States, United States Navy, the Marine Corps, or the Coast Guard, and not officers of the Public Health Service detailed by proper authority for duty with the Army or Navy; nor engaged in any active military service or duty with any military or naval units covered by the Soldiers and Sailors Civil Relief Act of 1940 and designated therein as military service, and to the best of this affiant's knowledge is/are not enlisted in military service covered by said act, and that the averments herein set forth, insofar as they are within his knowledge, are correct, and true; and insofar as they are based on information received from others, are true and correct as he verily believes.


This Affidavit is made under the provisions of the Soldiers and Sailors Civil Relief Act of 1940.

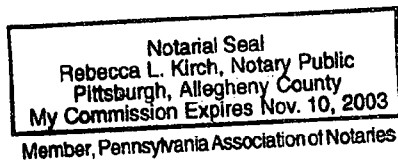

Louis P. Vitti, Esquire

SWORN to and subscribed

before me this 19th day

of December, 2000.


Notary Public



FILED

DEC 21 2000

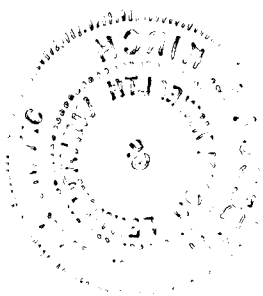
013:24 City U. It.
William A. Shaw
Prothonotary

pd \$20.00

Notice to D.S.

Statement to City U. It.

~~for~~



COPY

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

FIRST UNION NATIONAL BANK, (Trustee for the
PENNSYLVANIA HOUSING FINANCE AGENCY),
assignee of PENNSYLVANIA HOUSING FINANCE
AGENCY, assignee of MELLON BANK, N.A., Successor
Trustee, assignee of TOWNE & COUNTY MORTGAGE
CORP.,

Plaintiff,

vs.

JEFFREY T. SHIREY and JAMIE L. SHIREY, husband
and wife,

Defendants.

NO. 2000-01358-CD

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: DEFENDANT(S)

You are hereby notified that a judgment was entered in the above-captioned proceeding
on the 25th day of December 2000

Judgment is as follows: \$39,094.11.

Deputy

**** THE DEBT COLLECTOR IS ATTEMPTING TO COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.****

COPY

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

First Union National Bank
Pennsylvania Housing Finance Agency
Mellon Bank, N.A.
Towne & Country Mortgage Corp.
Plaintiff(s)

No.: 2000-01358-CD

Real Debt: \$39,094.11

Atty's Comm:

Vs.

Costs: \$

Int. From:

Jeffrey Thomas Shirey
Jamie L. Shirey
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 21, 2000

Expires: December 21, 2005

Certified from the record this 21st day of December, 2000

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST UNION NATIONAL BANK,
(Trustee for the PENNSYLVANIA
HOUSING FINANCE AGENCY), assignee
of PENNSYLVANIA HOUSING
FINANCE AGENCY assignee of MELLON
BANK, N.A., Successor Trustee, assignee of
TOWNE & COUNTRY MORTGAGE
CORP.,

Plaintiff,

vs.

⁵⁴ JEFFREY T. SHIREY and ⁵⁴ JAMIE L.
SHIREY, husband and wife,

Defendants.

CIVIL DIVISION

NO. 00 · 1358 · 00

**PRAECIPE FOR WRIT OF
EXECUTION AND AFFIDAVIT OF
LAST KNOWN ADDRESS**

Code MORTGAGE FORECLOSURE

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
PA I.D. #3810
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

FILED

DEC 21 2000

William A. Shaw
Prothonotary

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

FIRST UNION NATIONAL BANK, (Trustee for the
PENNSYLVANIA HOUSING FINANCE AGENCY),
assignee of PENNSYLVANIA HOUSING FINANCE
AGENCY, assignee of MELLON BANK, N.A., Successor
Trustee, assignee of TOWNE & COUNTY MORTGAGE
CORP.,

Plaintiff,

vs.

JEFFREY T. SHIREY and JAMIE L. SHIREY, husband
and wife,

Defendants.

NO. 2000-01358-CD

**PRAECIPE FOR WRIT OF
EXECUTION IN MORTGAGE FORECLOSURE**


TO: PROTHONOTARY OF CLEARFIELD COUNTY

Issue a Writ of Execution in favor of the Plaintiff and against the Defendant(s) in the
above-captioned matter as follows:

Amount Due	\$39,094.11
Interest 12/20/00-Sale Date	
Costs	\$120.00
Total	<u>\$.00</u>

The real estate, which is the subject matter of the Praecipe for Writ of Execution is situate
in:

Lawrence Township, Clearfield Cty, PA. HET residential dwelling k/a RD #3, Box 26, Carbon Mine
Road, Clearfield, PA 16830. Parcel No. 123-J9-62...


Louis P. Vitti, Esquire
Attorney for Plaintiff

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

FIRST UNION NATIONAL BANK, (Trustee for the
PENNSYLVANIA HOUSING FINANCE AGENCY),
assignee of PENNSYLVANIA HOUSING FINANCE
AGENCY, assignee of MELLON BANK, N.A., Successor
Trustee, assignee of TOWNE & COUNTY MORTGAGE
CORP.,

Plaintiff,

NO. 2000-01358-CD

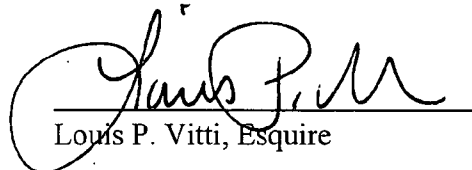
vs.

JEFFREY T. SHIREY and JAMIE L. SHIREY, husband
and wife,

Defendants.

AFFIDAVIT


I, Louis P. Vitti, do hereby swear that, to the best of my knowledge, information and belief,
the Defendant(s), is/are the owners of the real property on which the Plaintiff seeks to execute. That the
Defendants' last known address is Jeffrey T. Shirey at The Truck Stop, Route 879, Clearfield, PA 16830
and Jamie L. Shirey at 717 Elk Avenue, Clearfield, PA 16830.

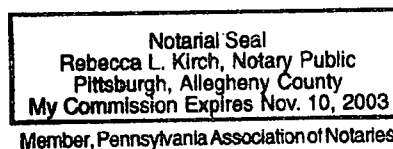

Louis P. Vitti, Esquire

SWORN TO and subscribed

before me this 19th day of

December, 2000.


Notary Public



FILED

DEC 21 2000

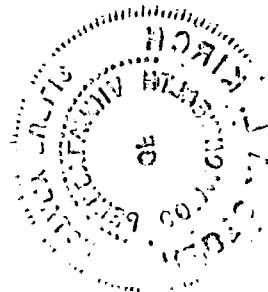
013361GTH UHi pd \$20.00

William A. Shaw
Prothonotary

Writs to Sheriff

[Signature]

FILED
DEC 21 2000
013361GTH
UHi pd \$20.00
William A. Shaw
Prothonotary



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

First Union National Bank, Pennsylvania Housing Finance Agency, Mellon Bank, N.A., Towne & Country Mortgage Corp.,

Vs.

NO.: 2000-01358-CD

Jeffrey Thomas Shirey , Jamie L. Shirey ,

COPY

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due FIRST UNION NATIONAL BANK, PENNSYLVANIA HOUSING FINANCE AGENCY, MELLON BANK, N.A., TOWNE & COUNTRY MORTGAGE CORP., , Plaintiff(s) from JEFFREY THOMAS SHIREY , JAMIE L. SHIREY , , 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 \$39,094.11

PAID \$120.00

INTEREST
PROTH. COSTS \$
ATTY'S COMM \$
DATE 12/21/2000

SHERIFF \$
OTHER COSTS \$

William A. Shaw
Prothonotary/Clerk Civil Division

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

Requesting Party: Louis P. Vitti, Esquire

Sheriff

COPY

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

FIRST UNION NATIONAL BANK, (Trustee for the
PENNSYLVANIA HOUSING FINANCE AGENCY),
assignee of PENNSYLVANIA HOUSING FINANCE
AGENCY, assignee of MELLON BANK, N.A., Successor
Trustee, assignee of TOWNE & COUNTY MORTGAGE
CORP.,

Plaintiff,

vs.

JEFFREY T. SHIREY and JAMIE L. SHIREY, husband
and wife,

Defendants.

NO. 2000-01358-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

, Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at RD #3, Box 26, Carbon Mine Road, Clearfield, PA 16830.

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

Name:

Address (Please indicate if this
cannot be reasonably ascertained)

Jeffery T. Shirey

The Truck Stop
Route 879
Clearfield, PA 16830

Jamie L. Shirey

717 Elk Avenue
Clearfield, PA 16830

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

Name:

Address (Please indicate if this
cannot be reasonably ascertained)

Same as No. 1 above.

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

Name:

Address (Please indicate if this cannot be reasonably ascertained)

None

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

Name

Address (Please indicate if this cannot be reasonably ascertained)

PA Housing Finance Agency

2101 North Front Street
Harrisburg, PA 17105

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

Name

Address (Please indicate if this cannot be reasonably ascertained)

None

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

Name

Address (Please indicate if this cannot be reasonably ascertained)

None

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:

Name

Address (Please indicate if this cannot be reasonably ascertained)

Tax Collector of Lawrence Twp.
Hazel Swifter

105 Fulton Street
Clearfield, PA 16830

Water Authority

107 East Street
Clearfield, PA 16830

Clearfield Municipal Authority

107 East Street
Clearfield, PA 16830

Commonwealth of PA -DPW

P.O. Box 8016
Harrisburg, PA 17105

Clerk of Courts
Criminal/Civil Division

P.O. Box 549
Clearfield, PA 16830

Court of Common Pleas of
Clearfield County
Domestic Relations Division

P.O. Box 549
Clearfield, PA 16830

Bureau of Compliance

Clearance Support Section
Dept. #281230
Harrisburg, PA 17128-1230
Attn: Susan Blough


Tenant/Occupant

RD #3, Box 26
Carbon Mine Road
Clearfield, PA 16830

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or 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.

December 19, 2000


Date

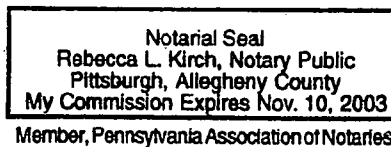

Louis P. Vitti, Esquire
Attorney for Plaintiff

SWORN TO and subscribed

before me this 19th

of December, 2000.


Notary Public



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

FIRST UNION NATIONAL BANK, (Trustee for the
PENNSYLVANIA HOUSING FINANCE AGENCY),
assignee of PENNSYLVANIA HOUSING FINANCE
AGENCY, assignee of MELLON BANK, N.A., Successor
Trustee, assignee of TOWNE & COUNTY MORTGAGE
CORP.,

Plaintiff,

vs.

JEFFREY T. SHIREY and JAMIE L. SHIREY, husband
and wife,

Defendants.

NO. 2000-01358-CD

AFFIDAVIT

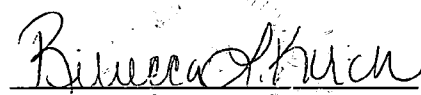
I, Louis P. Vitti, hereby certify that as representative of First Union National Bank, et al am familiar with the above-captioned case and various servicing activities related thereto and that the provisions of the laws of the Commonwealth of Pennsylvania and specifically, Act 91 of 1983, have been complied with in the above-captioned case.

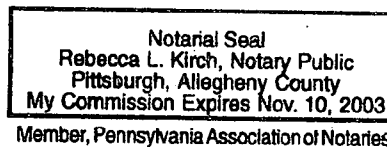

Louis P. Vitti, Esquire
Attorney for Plaintiff

SWORN to and subscribed

before me this 19th day

of December, 2000.


Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST UNION NATIONAL BANK,
(Trustee for the PENNSYLVANIA
HOUSING FINANCE AGENCY), assignee
of PENNSYLVANIA HOUSING
FINANCE AGENCY, assignee of
MELLON BANK, N.A., Successor Trustee,
assignee of TOWNE & COUNTRY
MORTGAGE CORP.,

Plaintiff,

vs.

JEFFERY T. SHIREY and JAMIE L.
SHIREY, husband and wife,

Defendants.

CIVIL DIVISION

NO. 2000-01358-CD

AFFIDAVIT OF SERVICE

Code MORTGAGE FORECLOSURE

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
PA I.D. #3810
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

FILED

FEB 01 2001

William A. Shaw
Prothonotary

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

FIRST UNION NATIONAL BANK, (Trustee for the
PENNSYLVANIA HOUSING FINANCE AGENCY),
assignee of PENNSYLVANIA HOUSING FINANCE
AGENCY, assignee of MELLON BANK, N.A.,
Successor Trustee, assignee of TOWNE & COUNTRY
MORTGAGE CORP.,

Plaintiff,

vs.

JEFFERY T. SHIRY and JAMIE L. SHIREY, husband
and wife,

Defendants.

NO. 2000-01358-CD

AFFIDAVIT OF SERVICE

I, Audra J. Hunger, do hereby certify that a Notice of Sale was mailed and served upon the defendants by certified mail on January 19, 2001 and all lien holders by Certificate of Mailing for service in the above-captioned case on January 17, 2001, advising them of the Sheriff's sale of the property at RD #3, Box 26, Carbon Mine Road, Clearfield, PA 16830, on March 2, 2001.

LOUIS P. VITTI & ASSOCIATES, P.C.

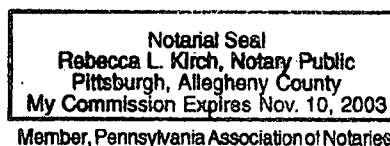
BY Audra J. Hunger
Audra J. Hunger


SWORN to and subscribed


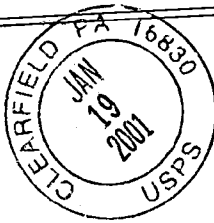
before me this 5th day

of January, 2001.

Rebecca L. Kirch
Notary Public



2. Article Number  7106 4575 1292 0669 0361		COMPLETE THIS SECTION ON DELIVERY A. Received by (Please Print Clearly) <i>Jamie L Shirey</i>		B. Date of Delivery <i>1-19-01</i>	
3. Service Type CERTIFIED MAIL		C. Signature <i>X Jamie L Shirey</i>		<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		D. Is delivery address different from item 1? If YES, enter delivery address below:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
1. Article Addressed to: Jamie L. Shirey 717 Elk Avenue Clearfield, PA 16830					
PS Form 3811, June 2000 3-2-01				Domestic Return Receipt	

2. Article Number  7106 4575 1292 0669 0354		COMPLETE THIS SECTION ON DELIVERY A. Received by (Please Print Clearly)		B. Date of Delivery	
3. Service Type CERTIFIED MAIL		C. Signature <i>X Richard M. Shirey</i>		<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		D. Is delivery address different from item 1? If YES, enter delivery address below:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
1. Article Addressed to: Jeffery T. Shirey The Truck Stop Route 879 Clearfield, PA 16830		<i>PO Box 1290</i>			
PS Form 3811, June 2000 3-2-01				Domestic Return Receipt	

U.S. POSTAL SERVICE CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From:	
LOUIS P. VITTI & ASSOCIATES, P.C.	
916 FIFTH AVENUE	
PITTSBURGH, PA 15219	
(412) 281-1725	
One piece of ordinary mail addressed to:	
Tenant/Occupant	
RD #3, Box 26	
Carbon Mine Road	
Clearfield, PA 16830	

PS Form 3817, Mar. 1989

Affix fee here in stamps or meter postage and postmark. Inquire of Postmaster for current fee.

00.750 JAN 17 01 15219
PITTSBURGH PA
UNITED STATES POSTAGE
PB8654135

U.S. POSTAL SERVICE CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From:	
LOUIS P. VITTI & ASSOCIATES, P.C.	
916 FIFTH AVENUE	
PITTSBURGH, PA 15219	
(412) 281-1725	
One piece of ordinary mail addressed to:	
Bureau of Compliance	
Clearance Support Section	
Dept. #281230	
Harrisburg, PA 17128-1230	

PS Form 3817, Mar. 1989

Affix fee here in stamps or meter postage and postmark. Inquire of Postmaster for current fee.

00.750 JAN 17 01 15219
PITTSBURGH PA
UNITED STATES POSTAGE
PB8654135

U.S. POSTAL SERVICE CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From:	
LOUIS P. VITTI & ASSOCIATES, P.C.	
916 FIFTH AVENUE	
PITTSBURGH, PA 15219	
(412) 281-1725	
One piece of ordinary mail addressed to:	
Court of Common Pleas Clearfield	
Domestic Relations Division	
P.O. Box 549	
Clearfield, PA 16830	

PS Form 3817, Mar. 1989

Affix fee here in stamps or meter postage and postmark. Inquire of Postmaster for current fee.

00.750 JAN 17 01 15219
PITTSBURGH PA
UNITED STATES POSTAGE
PB8654135

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From: LOUIS P. VITTI & ASSOCIATES, P.C. 916 FIFTH AVENUE PITTSBURGH, PA 15219 (412) 281-1725	
One piece of ordinary mail addressed to: Clerk of Courts Criminal/Civil Division P.O. Box 549 Clearfield, PA 16830	

PS Form 3817, Mar. 1989

Affix fee here in stamps or meter postage and postage mark. Inquire of Postmaster for current rates.



U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From: LOUIS P. VITTI & ASSOCIATES, P.C. 916 FIFTH AVENUE PITTSBURGH, PA 15219 (412) 281-1725	
One piece of ordinary mail addressed to: Commonwealth of PA - DPW P.O. Box 8016 Harrisburg, PA 17105	

PS Form 3817, Mar. 1989

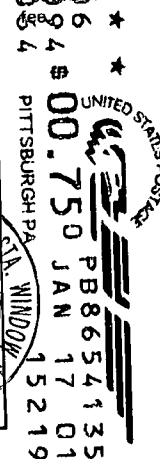
Affix fee here in stamps or meter postage and postage mark. Inquire of Postmaster for current rates.



U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From: LOUIS P. VITTI & ASSOCIATES, P.C. 916 FIFTH AVENUE PITTSBURGH, PA 15219 (412) 281-1725	
One piece of ordinary mail addressed to: Clearfield Municipal Authority 107 East Street Clearfield, PA 16830	

PS Form 3817, Mar. 1989

Affix fee here in stamps or meter postage and postage mark. Inquire of Postmaster for current rates.



U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From:	
LOUIS P. VITTI & ASSOCIATES, P.C.	
916 FIFTH AVENUE	
PITTSBURGH, PA 15219	
(412) 281-1725	
One piece of ordinary mail addressed to:	
Water Authority	
107 East Street	
Clearfield, PA 16830	

PS Form 3817, Mar. 1989

Affix fee here in stamps or meter postage and postmark. Inquire of postmaster for current fee.



U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From:	
LOUIS P. VITTI & ASSOCIATES, P.C.	
916 FIFTH AVENUE	
PITTSBURGH, PA 15219	
(412) 281-1725	
One piece of ordinary mail addressed to:	
Tax Collector of Lawrence Twp	
c/o Hazel Swifter	
105 Fulton Street	
Clearfield, PA 16830	

PS Form 3817, Mar. 1989

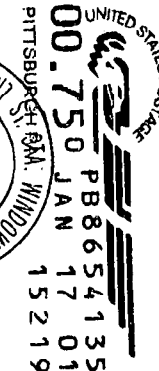
Affix fee here in stamps or meter postage and postmark. Inquire of postmaster for current fee.



U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From:	
LOUIS P. VITTI & ASSOCIATES, P.C.	
916 FIFTH AVENUE	
PITTSBURGH, PA 15219	
(412) 281-1725	
One piece of ordinary mail addressed to:	
PA Housing Finance Agency	
2101 North Front Street	
Harrisburg, PA 17105	

PS Form 3817, Mar. 1989

Affix fee here in stamps or meter postage and postmark. Inquire of postmaster for current fee.



FILED

FEB 01 2001

01/10/39/110X<

William A. Shaw

Prothonotary

ES

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

First Union National Bank, Pennsylvania Housing Finance Agency, Mellon Bank, N.A., Towne & Country Mortgage Corp.,

Vs.

NO.: 2000-01358-CD

Jeffrey Thomas Shirey , Jamie L. Shirey ,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due FIRST UNION NATIONAL BANK, PENNSYLVANIA HOUSING FINANCE AGENCY, MELLON BANK, N.A., TOWNE & COUNTRY MORTGAGE CORP., , Plaintiff(s) from JEFFREY THOMAS SHIREY , JAMIE L. SHIREY , , 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;

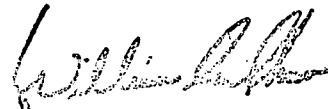
(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE \$39,094.11

PAID \$120.00

INTEREST
PROTH. COSTS \$
ATTY'S COMM \$
DATE 12/21/2000

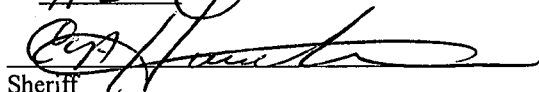
SHERIFF \$
OTHER COSTS \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 25th day
of DEC A.D. 2000
At 11:30 (A.M.) P.M.

Requesting Party: Louis P. Vitti, Esquire


Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10568

FIRST UNION NATIONAL BANK, ET AL

00-1358-CD

VS.

SHIREY, JEFFREY T. 00-1358-CD

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JANUARY 12, 2001, AT 1:28 PM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

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

NOW, JANUARY 12, 2001, AT 1:45 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON JEFFREY T. SHIREY, DEFENDANT AT HIS PLACE OF EMPLOYMENT, THE TRUCK STOP, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, 16830, BY HANDING TO JEFFREY T. SHIREY, 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, JANUARY 12, 2001, AT 2:01 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON JAMIE L. SHIREY, DEFENDANT, AT HER PLACE OF RESIDENCE, 717 ELK AVENUE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, 16830, BY HANDING TO JAMIE L. SHIREY, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, MARCH 2, 2001, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR THIRTY THOUSAND DOLLARS (\$30,000.00) PLUS COSTS.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10568

FIRST UNION NATIONAL BANK, ET AL

00-1358-CD

VS.

SHIREY, JEFFREY T. 00-1358-CD

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MARCH 30, 2001, RETURN WRIT AS A SALE BEING HELD WITH THE
PLAINTIFF PURCHASING THE PROPERTY FOR THIRTY THOUSAND (\$30,000.00)
DOLLARS PLUS COSTS. PAID COSTS FROM ADVANCE WITH ATTORNEY PAYING
REMAINING COSTS, DEED WAS FILED THIS DATE.

SHERIFF COSTS \$182.08

SURCHARGE 40.00

PAID BY ATTORNEY

FILED

MAR 30 2001

01/11/06/NECC

William A. Shaw

Prothonotary

KEB

Sworn to Before Me This

30th Day Of March 2001

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 Margaret H. Putt

Chester A. Hawkins

Sheriff

REAL ESTATE SALE

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, MARCH 5, 2001, by virtue of the writ of execution hereunto attached, after having given due and legal notice of the time and place of sale, by publication in a newspaper published in this County, and by hand-bills posted on the premises, setting forth the time and place of sale, at the Court House, in Clearfield on the 2nd day of MARCH 2001, I ex-posed the within described real estate of JEFFREY THOMAS SHIREY AND JAMIE L. SHIREY

to public venue or outcry at which time and place I sold the same to FIRST UNION NATIONAL BANK he being the highest bidder, for the sum of \$ 30,000.00 + COSTS and made the following ET AL appropriations, viz:

SHERIFF COSTS:

\$

RDR	15.00
SERVICE	15.00
MILEAGE	1.00
LEVY	15.00
MILEAGE	1.00
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.08
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID	1.00
RETURNS/DEPUTIZE	
COPIES	5.00
BILLING	
TOTAL SHERIFF COSTS	\$ 182.08

DEED COSTS:

REG & REC	17.00
ACKNOWLEDGMENT	5.00

TRANSFER TAX 2% _____

TOTAL DEED COSTS

\$ 22.00

DEBT & INTEREST:

AMOUNT DUE _____ \$ 39,094.11
INTEREST _____

TOTAL \$ _____

COSTS:

ATTORNEY FEES	_____
PRO SATISFACTION	_____
ADVERTISING	\$ 342.72
LATE CHARGE & FEES	_____
TAXES-Collector	\$ 198.23
TAXES-Tax Claim	_____
COSTS OF SUIT-TO BE ADDED	\$ -
LIST OF LIENS	\$ 100.00
MORTGAGE SEARCH	\$ 35.00
ACKNOWLEDGMENT	\$ -
DEED COST	\$ 22.00
ATTORNEY COMMISSION	_____
SHERIFF COSTS	\$ 182.08
LEGAL JOURNAL	\$ 83.25
REFUND OF ADVANCE	\$ -
REFUND OF SURCHARGE	\$ -
PROTHONOTARY	\$ 100.00

TOTAL COSTS

\$ 1,083.28

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

CHESTER A. HAWKINS, SHERIFF

LOUIS P. VITTI & ASSOCIATES, P. C. 09/00
ESCROW FUND 2
916 5TH AVENUE, 6TH FLOOR
PITTSBURGH, PA 15219

2037

8-12/430 368

PAY
TO THE
ORDER OF

DATE March 8, 2001

Sheriff of Clearfield County

\$ 83.28

Eighty-three & 28/100

National City.

DOLLARS



National City Bank of Pennsylvania
Pittsburgh, Pennsylvania

FOR EVMA vs. Shirey

[Signature]

⑈002037⑈⑈043000122⑈0549517322⑈

COPY