

01-63-CD  
TMS MORTGAGE INC. d/b/a " " ANDREW J. JOHNSON et al  
THE MONEY STORE

Richard M. Squire, Esquire  
Richard M. Squire & Associates, LLC  
Attorney ID#04267  
7919 Washington Lane  
Wyncote, PA 19095  
(215) 886-6354  
Fax: (215) 886-1355  
Attorneys for Plaintiff

TMS Mortgage Inc.,  
d/b/a The Money Store

PLAINTIFF,

v.

Andrew J. Johnson  
Vivian M. Johnson  
23 Trolley Street  
Windburne, PA 16879

DEFENDANT.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO: 01-63-CO

CIVIL ACTION

MORTGAGE FORECLOSURE

**COMPLAINT - CIVIL ACTION  
NOTICE TO DEFEND**

**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 attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim of 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.**

**FILED**

JAN 12 2001

William A. Shaw  
Prothonotary

Lawyer Reference Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

**AVISO**

**LE HAN DEMANDADO A USTED EN LA CORTE.** Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus edades u otros derechos importantes para usted.

**LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO VAYA EN PERSONA O LLAME POR TELFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTANCIA LEGAL.**

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|  |  |
|--|--|
| <p>TMS Mortgage Inc.,<br/>d/b/a The Money Store</p> <p style="text-align: center;">PLAINTIFF,</p> <p style="text-align: center;">v.</p> <p>Andrew J. Johnson<br/>Vivian M. Johnson<br/>23 Trolley Street<br/>Windburne, PA 16879</p> <p style="text-align: center;">DEFENDANT.</p> | <p>IN THE COURT OF COMMON PLEAS<br/>CLEARFIELD COUNTY,<br/>PENNSYLVANIA</p> <p>NO:</p> <p>CIVIL ACTION</p> <p>MORTGAGE FORECLOSURE</p> |
|--|--|

### **COMPLAINT IN MORTGAGE FORECLOSURE**

Plaintiff, TMS Mortgage, Inc., d/b/a The Money Store, through its attorney, Richard M. Squire, Esq., brings this action in mortgage foreclosure upon the following cause of action:

1. Plaintiff, TMS Mortgage, Inc., d/b/a The Money Store ("Plaintiff"), is a corporation with a principal place of business at c/o Rosicki, Rosicki & Associates, P.C. One Old Country Road, Suite 429, Carle Place, NY 11514.

2. The Name and mailing address of each Defendant is :

Andrew J. Johnson P.O. Box 136, Windburne, PA 16879.

Vivian M. Johnson P.O. Box 136, Windburne, PA 16879.

3. On 10/09/98 Andrew J. Johnson and Vivian M. Johnson made, executed and delivered a mortgage upon the premises hereinafter described to Plaintiff, which mortgage is recorded in the Office of the Recorder of Clearfield County, in Mortgage Book No. 1976, Page 56.

4. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original mortgagee, or is the present holder of the Mortgage by virtue of the above-described assignments.
5. Each Mortgagor named in paragraph 3 above executed a note as evidence of the debt secured by the Mortgage (the "Note"), and is incorporated herein by reference as though fully set forth at length.
6. The real property which is subject to the Mortgage is generally known as 23 Trolley Street, Windburne, PA 16879, (the "Mortgaged Premises"). The legal description of the Mortgaged Premises is attached hereto and marked as Exhibit "A" and is incorporated herein by reference as though fully set forth at length.
7. The interest of each individual Defendant is as Mortgagor, Real Owner or both.
8. If any Defendant above-named is deceased, this action shall proceed against the deceased Defendant's heirs, assigns, successors, administrators, personal representatives and/or executors through his/her estate, however, the estate of said Defendant is hereby released from liability for the debt secured by the Mortgage.
9. The Mortgage is in default because the monthly payment of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of August 15, 2000 and have not been paid. Upon failure to make such payments when due, the whole of the principal, together with the charges specifically itemized below, are immediately due and payable.

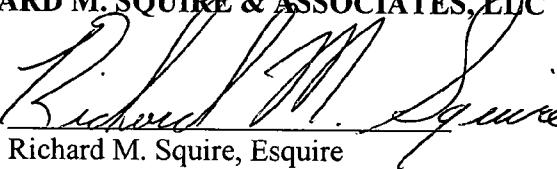
The following amounts are due as of January 09, 2001:

|  |                           |
|--|---------------------------|
| Principal of Mortgage debt due and unpaid  | \$45,332.30               |
| Interest due and owing from 08/15/2000 to<br>01/09/2001 at 11.10%, \$13.98 per diem                  | 2,055.06                  |
| Plus Late Charges of \$21.93 per month,<br>assessed on the 11 <sup>th</sup> day after payment is due | 131.58                    |
| Corporate Advance  | 275.00                    |
| Escrow Advance   | 570.97                    |
| Suspense Balance   | (438.67)                  |
| Attorney's Fees  | 2,266.62                  |
| <b>TOTAL</b>   | <b><u>\$50,192.86</u></b> |

10. Interest accrues at a per diem rate of \$13.98 and late charges accrue at a monthly rate of \$21.93, assessed on the 11<sup>th</sup> day payment is past due for each date after January 09, 2001, and Plaintiff may incur additional attorney's fees and costs as well as other expenses, costs and charges collectable under the Note and Mortgage.
11. Notice of intention to Foreclose pursuant to 41 P.S. § 403 and Notice pursuant to the Homeowner's Emergency Mortgage Assistance Act of 1983, 35 P.S. § 1680.402c, et seq. was mailed to each individual Defendant via regular and certified mail, return receipt requested, on 11/28/2000. A true and correct copy of said notice is attached hereto and marked as Exhibit "B" and is incorporated herein by reference as though fully set forth at length.

WHEREFORE, Plaintiff demands judgment against Defendants Andrew J. Johnson and Vivian M. Johnson, for foreclosure and sale of the Mortgaged Premises in the amounts due as set forth in paragraph 09, namely \$50,192.86 plus the following amounts accruing after 01/09/2001, to the date of judgment : (i) interest at a per diem rate of \$13.98; (ii) late charges of \$21.93 per month assessed on the 11<sup>th</sup> day payment is past due; and (iii) additional attorney's fees hereafter incurred and costs of suit.

**RICHARD M. SQUIRE & ASSOCIATES, LTD**

By: 

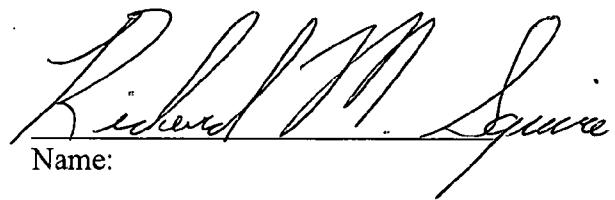
Richard M. Squire, Esquire  
7919 Washington Lane  
Wyncote, PA 19095  
215-886-6354  
Attorneys for Plaintiff

Date: January 09, 2001

**UNLESS YOU NOTIFY US IN WRITING WITHIN THIRTY (30) DAYS AFTER RECEIPT OF THIS LETTER THAT THE DEBT, OR ANY PART OF IT, IS DISPUTED, WE WILL ASSUME THAT THE DEBT IS VALID. IF YOU DO NOTIFY US OF A DISPUTE, WE WILL OBTAIN VERIFICATION OF THE DEBT AND MAIL IT TO YOU. ALSO UPON YOUR WRITTEN REQUEST WITHIN THIRTY (30) DAYS, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT CREDITOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

## VERIFICATION

I, Richard M. Squire, hereby certify that I am an attorney for Plaintiff and am authorized to make this verification on its behalf. I verify that the facts and statements set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of my knowledge, information and belief. This Verification is made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.



Richard M. Squire

Name:

Date: January 09, 2001

ALL THAT CERTAIN lot of ground situate in the Village of Windburne Township of Cooper County of Clearfield and State of Pennsylvania, more particularly bounded and described as follows:

BEGINNING at the southwest corner of the John B. Summerville 0.91 acre surface tract and the next line of Township Road or Trolley Street; thence along Trolley Street North 4 degrees 6' East 45 feet to corner of an adjacent lot; thence along same South 85 degree 54' East 189.09 feet inline of right-of-way of the New York Central Railroad; thence by the same in a Southerly direction by line having a radius of 1113 feet a distance of 45.06 feet to a point on line of other land; thence by same North 85 degree 54" West 187.08 feet to the place of beginning.

TOGETHER with a two-story frame dwelling being known as NO. 23 Trolley Street, erected, thereon, with out buildings.

EXCEPTING AND RESERVING all exceptions and reservations as contained in prior deeds of conveyance.

Exhibit "A"

DF985

## **THE MONEY STORE®**

**ANDREW J JOHNSON**

**23 TROLLEY ST  
WINDBURNE, PA 16879**

**November 28, 2000NBRC 0080855562**

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

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

The HOMEOWNER'S EMERGENCY 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, 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 IMMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNERS NAME(S):ANDREW J JOHNSON  
PROPERTY ADDRESS:23 TROLLEY ST  
WINDBURNE, PA 16879

*Exhibit "B"*

71048144914001021403

DF985

## **THE MONEY STORE®**

**ANDREW J JOHNSON**

**PO BOX 136**  
**WINDBURNE, PA 16879**

**November 28, 2000NBRC 0080855562**

# **ACT 91 NOTICE**

# **TAKE ACTION TO SAVE YOUR**

# **HOME FROM FORECLOSURE**

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**HOMEOWNERS NAME(S):ANDREW J JOHNSON**  
**PROPERTY ADDRESS:23 TROLLEY ST**  
**WINDBURNE, PA 16879**

DF985

## **THE MONEY STORE®**

VIVIAN M JOHNSON

23 TROLLEY ST  
WINDBURNE, PA 16879

November 28, 2000NBRC 0080855562

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

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HOMEOWNERS NAME(S):VIVIAN M JOHNSON  
PROPERTY ADDRESS:23 TROLLEY ST  
WINDBURNE, PA 16879

DF985

7/04 81449/400 1021427

## **THE MONEY STORE®**

VIVIAN M JOHNSON

PO BOX 136  
WINDBURNE, PA 16879

November 28, 2000NBRC 0080855562

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HOMEOWNERS NAME(S):VIVIAN M JOHNSON  
PROPERTY ADDRESS:23 TROLLEY ST  
WINDBURNE, PA 16879

LOAN ACCOUNT NUMBER:0080855562  
CURRENT LENDER/SERVICER:The Money Store

**IMPORTANT INFORMATION ON THE BACK OF THIS PAGE**

## 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 PROVISION 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,**
- **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 the 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 counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (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 attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. You should advise this 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 Fund. 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 completed application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

**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 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 CONSIDERED 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

23 TROLLEY ST WINDBURN, PA 16879 WINDBURN PA 16879

IS SERIOUSLY IN DEFAULT because:

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

- a) Number of Payments Delinquent: 3
- b) Delinquent Amount Due: \$1,696.65
- c) Late Charges: \$ 109.65
- d) Recoverable Corporate Advances: \$ 275.00
- e) Other Charges and Advances: \$ 0.0
- f) Less funds in Suspense: \$ 438.67
- e) Total amount required as of (due date) \$ 1,642.63

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION: (Do not use if not applicable)

**HOW TO CURE THE DEFAULT** - You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,642.63) PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. **Payments must be made either by cashier's check, certified check, or money order made payable to:****

Regular Mail  
The Money Store  
P. O. Box 96053  
Charlotte, N.C 28296-0053

Overnight  
FUNB Lockbox 96053  
1525 West W.T. Harris Blvd.  
Charlotte, NC 28262-00

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.)

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**IF YOU DO NOT CURE THE DEFAULT** - If you do not cure the default within THIRTY (30) days of this letter date, **the lender intends to exercise its rights 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 OF THE LETTER DATE, The Money Store also intends to instruct their attorneys to start a 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 attorneys, but you cure the delinquency before they begin legal proceedings against you, you will still be required to pay the reasonable attorney's fees 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 even if they are over \$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 attorneys' 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 charges, charges then due, reasonable attorneys' 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.

**IMPORTANT INFORMATION ON THE BACK OF THIS PAGE**

**EARLIEST POSSIBLE SHERIFF'S SALE DATE**- It is estimated that the earliest date that such Sheriff's sale could be held is would be approximately five (5) 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 BY TELEPHONE OR MAIL:**

Name of Lender: The Money Store  
Address: FUNB Lockbox 96053,  
1525 West W.T. Harris Blvd  
Charlotte, NC 28262-0053  
Telephone Number: 800 795-5125 Ext. 10302  
Fax Number: 916-617-0655

**EFFECT OF 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 not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

**YOU MAY ALSO HAVE THE RIGHT**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR BORROWER 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 THE RIGHT TO CURE YOUR DEFAULTS ANY MORE THAN THREE TIMES IN A 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.

THE CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED TO THIS LETTER

Sincerely,

The Money Store

# The Money Store

## Pennsylvania Housing Finance Agency

### Homeowner's Emergency Mortgage Assistance Program

### Consumer Credit Counseling Agencies

33

#### Clearfield County

*Indiana County Community Action Program*  
827 Water Street, Suite 187  
Indiana PA 15701  
(724) 465-2657  
Fax (724) 465-5118

*Tableland Services, Inc.*  
535 East Main Street  
Somerset PA 15501  
(814) 445-9628 or 1-800-452-0148  
Fax (814) 443-3690

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

*Keystone Electronic Development Corp.*  
1954 Mary Grace Lane  
Johnstown PA 15901  
(814) 535-6556  
Fax (814) 539-1688

*CCCS of Western Pennsylvania*  
219-A College Park Plaza  
Johnstown PA 15904  
(814) 539-6335

*CCCS of Northeastern Pennsylvania*  
Hamilton Square Plaza  
State College PA 18801  
(814) 238-3668  
Fax (814) 238-3669

**FILED**

JAN 12 2001

AM 13, 2001

William A. Shaw

Prothonotary

Square Rd  
\$80.00

cc Sherry

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

Sheriff Docket # 10594

**TMS MORTGAGE INC. D/B/A THE MONEY STORE**

**01-63-CD**

**VS.**

**JOHNSON, ANDREW J. and VIVIAN M.**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

---

**NOW JANUARY 16, 2001 AT 10:53 AM EST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON ANDREW J. JOHNSON, DEFENDANT AT  
RESIDENCE, 23 TROLLEY ST., WINBURNE, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO ANDREW J. JOHNSON A TRUE AND ATTESTED  
COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE  
KNOWN TO HIM THE CONTENTS THEREOF.**

**SERVED BY: DAVIS/MORGILLO**

**NOW JANUARY 16, 2001 AT 10:53 AM EST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON VIVIAN M. JOHNSON, DEFENDANT AT  
RESIDENCE, 23 TROLLEY ST., WINBURNE, CLEARFIELD COUNTY, PENNSYLVANIA  
BY HANDING TO VIVIAN M. JOHNSON A TRUE AND ATTESTED COPY OF THE  
ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO  
HER THE CONTENTS THEREOF.**

**SERVED BY: DAVIS/MORGILLO**

---

**Return Costs**

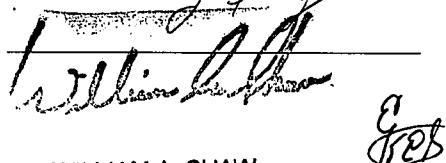
**Cost      Description**

**34.40 SHFF. HAWKINS PAID BY: ATTY.**

**20.00 SURCHARGE PAID BY: ATTY.**

**Sworn to Before Me This**

**23 Day Of January 2001**



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

**So Answers,**

  
**Chester A. Hawkins  
Sheriff**

Richard M. Squire & Associates, LLC  
By: Richard M. Squire, Esquire  
ID No. 04267  
7919 Washington Lane  
Wyncote, PA 19095

TMS Mortgage Inc., d/b/a The Money Store

PLAINTIFF,

v.

Andrew J. Johnson  
Vivian M. Johnson  
P.O. Box 136  
Windburne, PA 16879

DEFENDANTS.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

NO 01-63-CD

CIVIL ACTION

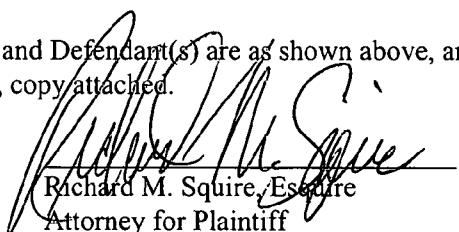
**PRAECIPE FOR JUDGMENT FOR FAILURE TO  
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against Andrew J. Johnson and Vivian M. Johnson, Defendant for her failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for Foreclosure and Sale of the mortgaged premises, and assess Plaintiff's damages as follows:

|                                  |                     |
|----------------------------------|---------------------|
| As set forth in the Complaint    | \$ 50,192.86        |
| Interest from 1/10/01 to 2/20/01 | \$ 573.18           |
| <b>TOTAL</b>                     | <b>\$ 50,766.04</b> |

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) that notice has been given in accordance with Rule 237.1, copy attached.

  
Richard M. Squire, Esquire  
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: 2-26-01

  
PROTHONOTARY

**FILED**

FEB 26 2001

William A. Shaw  
Prothonotary

Richard M. Squire, Esquire

I.D. No. 04267

Squire & Associates

7919 Washington Lane

Wyncote, PA 19095

Telephone: 215-886-6354

Fax: 215-886-1355

Attorneys for Plaintiff

**TMS Mortgage Inc.,**  
**d/b/a The Money Store,**

v.

**Court of Common Pleas**

**Civil Division**

**Clearfield County**

**No. 01-63-CD**

**Andrew J. Johnson**  
**Vivian M. Johnson**

**To: Andrew J. Johnson**  
**23 Trolley Street**  
**Windburne, PA 16879**

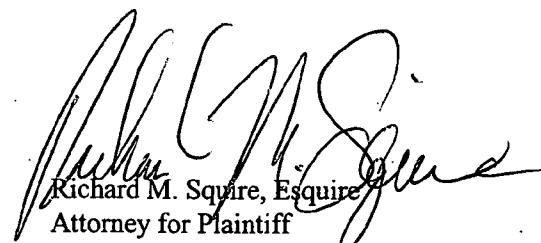
**DATE OF NOTICE: February 06, 2001**

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

**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:

**Lawyer Referral Service**  
**Pennsylvania Bar Association**  
**P.O. Box 186**  
**Harrisburg, PA 17108**  
**1-800-692-7375**



Richard M. Squire, Esquire  
Attorney for Plaintiff

Richard M. Squire, Esquire  
I.D. No. 04267  
Squire & Associates  
7919 Washington Lane  
Wyncote, PA 19095  
Telephone: 215-886-6354  
Fax: 215-886-1355  
Attorneys for Plaintiff  
**TMS Mortgage Inc.,**  
**d/b/a The Money Store,**

v.

**Court of Common Pleas**

**Civil Division**

**Andrew J. Johnson**  
**Vivian M. Johnson**

**Clearfield County**

**No. 01-63-CD**

**To: Vivian M. Johnson**  
**23 Trolley Street**  
**Windburne, PA 16879**

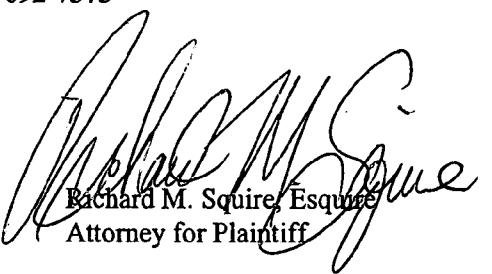
**DATE OF NOTICE: February 06, 2001**

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

**IMPORTANT NOTICE**

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**Lawyer Referral Service**  
**Pennsylvania Bar Association**  
**P.O. Box 186**  
**Harrisburg, PA 17108**  
**1-800-692-7375**

  
Richard M. Squire, Esquire  
Attorney for Plaintiff

Richard M. Squire, Esquire

I.D. No. 04267

Squire & Associates

7919 Washington Lane

Wyncote, PA 19095

Telephone: 215-886-6354

Fax: 215-886-1355

Attorneys for Plaintiff

**TMS Mortgage Inc.,**  
**d/b/a The Money Store,**

v.

**Court of Common Pleas**

**Civil Division**

**Clearfield County**

**No. 01-63-CD**

**Andrew J. Johnson**

**Vivian M. Johnson**

**To: Tenants/Occupants**  
**23 Trolley Street**  
**Windburne, PA 16879**

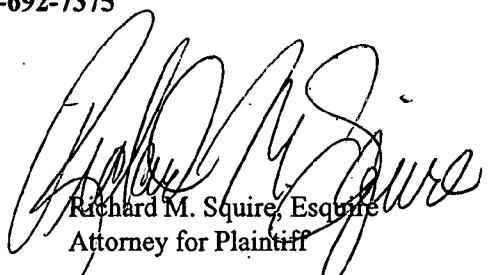
**DATE OF NOTICE: February 06, 2001**

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

**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:

**Lawyer Referral Service**  
**Pennsylvania Bar Association**  
**P.O. Box 186**  
**Harrisburg, PA 17108**  
**1-800-692-7375**

  
Richard M. Squire, Esquire  
Attorney for Plaintiff

**FILED**

FEB 26 2001  
M 1345/ City Square  
William A. Shaw pd \$20.00  
Prothonotary

Not to do.  
Statement to attorney.

Richard M. Squire & Associates, LLC  
By: Richard M. Squire, Esquire  
ID No. 04267  
7919 Washington Lane  
Wyncote, PA 19095

TMS Mortgage, Inc., d/b/a The Money Store

PLAINTIFF,

v.

Andrew J. Johnson  
Vivian M. Johnson  
23 Trolley Street  
Windburne, PA 16879

DEFENDANTS.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

NO 01-63-CD

CIVIL ACTION

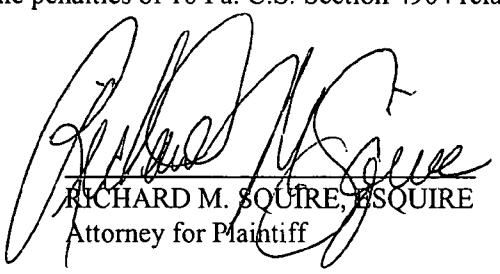
**VERIFICATION OF NON-MILITARY SERVICE**

Richard M. Squire, Esquire, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

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

(b) that Defendants Andrew J. Johnson and Vivian M. Johnson are over 18 years of age and reside at P.O. Box 136, Windburne, PA 16879

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

  
RICHARD M. SQUIRE, ESQUIRE  
Attorney for Plaintiff

Office of the  
**PROTHONOTARY**  
Clearfield County  
430 Court Street  
New Castle, PA 16101  
(724)656-2143

*COPY*

Date 2-26-01

TMS Mortgage Inc.,  
d/b/a The Money Store

PLAINTIFF,

v.

Andrew J. Johnson  
Vivian M. Johnson  
P.O. Box 136  
Windburne, PA 16879

DEFENDANTS.

**NOTICE**

**TO:** Andrew J. Johnson  
P.O. Box 136  
Windburne, PA 16879

Pursuant to requirements of Pennsylvania Rules of Civil Procedure, Rule 236, notice is hereby given that  
on February 26, 2001, a judgment(decrees)(order) was entered against you in this office in the  
proceeding as indicated above.



\_\_\_\_\_  
Prothonotary

Deputy Prothonotary

Date Mailed: 2-26-01

Office of the  
**PROTHONOTARY**  
Clearfield County  
230 E. Market Street  
Clearfield, PA 16830  
(814)765-2641

**COPY**

Date 2-26-01

TMS Mortgage, Inc., d/b/a The Money Store

PLAINTIFF,

v.

Andrew J. Johnson  
Vivian M. Johnson  
P.O. Box 136  
Windburne, PA 16879

DEFENDANTS.

**NOTICE**

**TO:** Vivian M. Johnson  
P.O. Box 136  
Windburne, PA 16879

Pursuant to requirements of Pennsylvania Rules of Civil Procedure, Rule 236, notice is hereby given that on February 26, 2001, a judgment(decrees)(order) was entered against you in this office in the proceeding as indicated above.



Prothonotary

—Deputy Prothonotary

Date Mailed: 2-26-01

COPY

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

TMS Mortgage, Inc.  
Money Store, The  
Plaintiff(s)

No.: 2001-00063-CD

Real Debt: \$50,192.86

Atty's Comm:

Vs.

Costs: \$

Int. From: 1/10/01 to 2/20/01 - \$573.18

Vivian M. Johnson  
Andrew J. Johnson  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 26, 2001

Expires: February 26, 2006

Certified from the record this 26th 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

**PRAECIPE FOR WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)**  
**P.R.C.P. 3180-3183 and Rule 3257**

TMS Mortgage, Inc., d/b/a The Money  
Store

Plaintiff,

v.

Andrew J. Johnson  
Vivian M. Johnson

Defendant(s).

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET NO. 01-63-CD

CIVIL ACTION

MORTGAGE FORECLOSURE

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

To the Prothonotary:

Issue Writ of Execution in the above matter.

|                                    |                  |
|------------------------------------|------------------|
| Amount Due                         | \$ 50,766.04     |
| Interest From 2/20/01 to sale date | \$ _____         |
| <b>TOTAL</b>                       | \$ _____         |
| * plus fees and costs              | <u>\$ 120.06</u> |

Dated 4/4/01

  
Attorney for Plaintiff(s)

**FILED**

APR 04 2001

William A. Shaw  
Prothonotary

No: 01-63-CD

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

TMS Mortgage Inc., d/b/a The Money Store  
Plaintiff,

2

Andrew J. Johnson  
Vivian M. Johnson

Defendant.

PRAEICE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

RICHARD M<sup>1</sup> SQUIRE (ESQUIRE)  


Attorney for Plaintiff(s)

**LEGAL DESCRIPTION**

ALL THAT CERTAIN lot of ground situate in the Village of Windburne Township of Cooper County of Clearfield and State of Pennsylvania, more particularly bounded and described as follows:

BEGINNING at the southwest corner of the John B. Summerville 0.91 acre surface tract and the next line of Township Road or Trolley Street; thence along Trolley Street North 4 degrees 6' East 45 feet to corner of an adjacent lot; thence along same South 85 degree 54' East 189.09 feet inline right-of-way of the New York Central railroad; thence by the same in a Southerly direction by line having a radius of 1113 feet a distance of 45.06 feet to a point on line of other land; thence by same North 85 degree 54" West 187.08 feet to the place of beginning.

TOGETHER with a two-story frame dwelling being known as NO.23 Trolley Street, erected, thereon, with out buildings.

EXCEPTING AND RESERVING all exceptions and reservations as contained in prior deeds of conveyance.

**FILED**

APR 04 2001  
013-551-0000  
William A. Shaw  
Prothonotary  
\$20.00

Counts Sheriff

22  
22

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180 to 3183 and RULE 3257

TMS Mortgage Inc., d/b/a The Money  
Store

Plaintiff,

v.

Andrew J. Johnson  
Vivian M. Johnson

Defendants.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET NO. 01-63-CD

CIVIL ACTION

**WRIT OF EXECUTION**  
(Mortgage Foreclosure)

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF CLEARFIELD :

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

(See attached legal description)

AMOUNT DUE \$ 50,766.04

INTEREST FROM 2/21/01 to sale date \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_  
\* PLUS FEES AND COSTS \$ 120.00

  
PROTHONOTARY

Seal of Court

BY:

*Deputy Prothonotary*

Date 4/4/01

**LEGAL DESCRIPTION**

ALL THAT CERTAIN lot of ground situate in the Village of Windburne Township of Cooper County of Clearfield and State of Pennsylvania, more particularly bounded and described as follows:

BEGINNING at the southwest corner of the John B. Summerville 0.91 acre surface tract and the next line of Township Road or Trolley Street; thence along Trolley Street North 4 degrees 6' East 45 feet to corner of an adjacent lot; thence along same South 85 degree 54' East 189.09 feet inline right-of-way of the New York Central railroad; thence by the same in a Southerly direction by line having a radius of 1113 feet a distance of 45.06 feet to a point on line of other land; thence by same North 85 degree 54" West 187.08 feet to the place of beginning.

TOGETHER with a two-story frame dwelling being known as NO.23 Trolley Street, erected, thereon, with out buildings.

EXCEPTING AND RESERVING all exceptions and reservations as contained in prior deeds of conveyance.

Richard M. Squire, Esquire  
Richard M. Squire & Associates, LLC  
Attorney ID#04267  
One Jenkintown Station, Suite 104  
115 West Avenue  
Jenkintown, Pa 19046  
Telephone: 215-886-8790  
Fax: 215-886-8791  
Attorneys for Plaintiff

TMS Mortgage, Inc, d/b/a The Money Store  
PLAINTIFF,

v.

Andrew J. Johnson  
Vivian M. Johnson

DEFENDANT.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO. 01-63-CD

CIVIL ACTION

MORTGAGE FORECLOSURE

**AFFIDAVIT OF SERVICE PURSUANT TO Pa.R.C.P.RULE 3129.1**

Plaintiff, by its/his/her Attorney, Richard M. Squire, Esquire, hereby verifies that:

1. A copy of the Notice of Sheriff's Sale, a true and correct copy of which is attached hereto as Exhibit "A", was sent to every recorded lienholder and every other interested party known as of the date of the filing of the Praecept for Writ of Execution on the date(s) appearing on the attached Certificates of Mailing.
2. A Notice of Sheriff's Sale was sent to the Defendant(s) by regular mail and certified mail on the date appearing on the attached Return Receipt, which was signed for by Defendant(s) on the date specified on the said Return Receipt. Copies of the said Notice and Return Receipt are attached hereto as Exhibit "B".
3. If a Return Receipt is not attached hereto, then service was by personal service on the date specified on the attached Return of Service, attached hereto as Exhibit "B".
4. If service was by Order of Court, then proof of compliance with said Order is attached hereto as Exhibit "B".

All Notices were served within the time limits set forth by Pa Rule C.P. 3129.

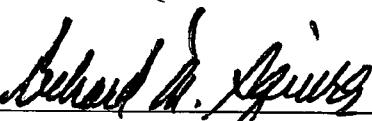
This Affidavit is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsifications to authorities.

RICHARD M. SQUIRE & ASSOCIATES

**FILED**

SEP 04 2001

Dated: August 29, 2001  
William A. Shaw  
Prothonotary

  
Richard M. Squire, Esquire  
Attorney for Plaintiff

# RICHARD M. SQUIRE & ASSOCIATES, LLC

*ATTORNEYS AT LAW*

*Offices In Pennsylvania And New Jersey*

Richard M. Squire\*

John M. Crockett\*\*

Stephen V. Yarnell

\* Also Admitted In MD

\*\* Admitted In NJ

Pamela S. Fouch

Senior Paralegal

7919 Washington Lane

Wyncote, PA 19095

Tel (215) 886-6354 Fax (215) 886-1355

Email: [squirelaw@aol.com](mailto:squirelaw@aol.com)

New Jersey Office

66 Wildcat Branch Drive

Sicklerville, NJ 08081

Tel (856) 262-0474

Fax (856) 740-3651

John M. Crockett  
Resident Managing Attorney

May 17, 2001

**RE: TMS Mortgage Inc., d/b/a The Money Store vs.**

**Andrew J. Johnson and Vivian M. Johnson**

**Court term No. 01-63-CD**

## **NOTICE OF SALE OF REAL PROPERTY TO POSSIBLE LIEN HOLDER OR OCCUPANT**

Please be advised that the properties and improvements, if any, located at **23 Trolley Street, Windburne, PA 16879** as described on the sheet attached hereto, will be sold by the Sheriff of Clearfield County on August 3, 2001, 2001 in the Clearfield County Courthouse, pursuant to a judgment entered in the Court of Common Pleas of Clearfield County, under Docket No.01-63-CD in favor of Plaintiff ,TMS Mortgage, Inc., d/b/a The Money Store and against Andrew J. Johnson and Vivian M. Johnson, the Defendant(s) and real owner(s) in the aforesaid judgment.

A search of the records, inspection of the property or other information received indicated that you may have a lien or mortgage on the above premises securing an obligation owed to you or may have a right to possession of the premises which will be terminated by this Sheriff's sale. When the Sheriff's sale takes place your lien, if any, will be removed from the above premises whether or not the sale price is sufficient to pay your obligation or any part of it and your right to occupy the premises, if any, will be terminated.

A schedule of distribution will be filed by the Sheriff no later than 30 days after the said sale, and distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the date of filing said schedule. You should check with the Sheriff's Office by calling (814) 765-2641, Ext. 5986 to determine the actual date of filing of said schedule.

**Richard M. Squire and Associates, LLC**

**Richard M. Squire, Esquire**

| NAME AND ADDRESS OF SENDER   |   |  | INDICATE TYPE OF MAIL  |     |                 | CHECK APPROPRIATE BLOCK FOR  |                            |                              | POSTMARK AND DATE OF RECEIPT   |          |                |  |
|--|---|--|--|-----|-----------------|--|----------------------------|------------------------------|--|----------|----------------|--|
| Richard M. Squire and Associates, LLC<br>7919 Washington Lane<br>Wyncote, PA 19095 |   |  | <input type="checkbox"/> Registered Mail<br><input type="checkbox"/> Insured<br><input type="checkbox"/> COD<br><input type="checkbox"/> Certified Mail<br><input type="checkbox"/> Express Mail   |     |                 | <input type="checkbox"/> Registered Mail:<br><input type="checkbox"/> With Postal Insurance<br><input type="checkbox"/> Without Postal Insurance |                            |                              | Affix stamp here if issued as certificate of mailing<br>or for additional copies of this bill. |          |                |  |
| Line   | Number of Article                                 | Name of Addressee, Street, and Post-Office Address   | Postage  | Fee | Handling Charge | Act. Value<br>(If Regis.)  | Insured Value<br>If C.O.D. | Due<br>R.R. Fee<br>or C.O.D. | S.D. Fee   | S.H. Fee | Rest. Del. Fee |  |
| 1  | Johnson<br>Lien Holder                            | Domestic Relations Clearfield County<br>Clearfield County Courthouse<br>230 E. Market Street<br>Clearfield, PA 16830 |  |     |                 |  |                            |                              |  |          | Remarks        |  |
| 2  |   | Tenant/ Occupant<br>23 Trolley Street<br>Windburne, PA 16879   |  |     |                 |  |                            |                              |  |          |                |  |
| 3  |   | Beneficial Consumer Discount Company<br>1067 Pennsylvania Avenue<br>Tyrone, PA 16686                                 |  |     |                 |  |                            |                              |  |          |                |  |
| 4  |   |  |  |     |                 |  |                            |                              |  |          |                |  |
| 5  |   |  |  |     |                 |  |                            |                              |  |          |                |  |
| 6  |   |  |  |     |                 |  |                            |                              |  |          |                |  |
| 7  |   |  |  |     |                 |  |                            |                              |  |          |                |  |
| 8  |   |  |  |     |                 |  |                            |                              |  |          |                |  |
| 9  |   |  |  |     |                 |  |                            |                              |  |          |                |  |
| 10   |   |  |  |     |                 |  |                            |                              |  |          |                |  |
| 11   |   |  |  |     |                 |  |                            |                              |  |          |                |  |
| 12   |   |  |  |     |                 |  |                            |                              |  |          |                |  |
| 13   |   |  |  |     |                 |  |                            |                              |  |          |                |  |
| Total Number of<br>Pieces Listed by<br>Sender                                      | Total Number of Pieces<br>Received at Post Office | POSTMASTER, PER<br>(Name of receiving employee)  | The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$50,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for Registered Mail; \$500 for COD and \$500 for Insured Mail. Special handling charges apply only to Third- and Fourth-Class parcels. Special delivery service also includes |     |                 |  |                            |                              |  |          |                |  |

FOR REGISTERED, INSURED, C.O.D., CERTIFIED, AND EXPRESS MAIL

PS FORM 3877

NAME AND ADDRESS OF SENDER  
 Richard M. Scuile and Associates, LLC  
 7019 Washington Lane  
 Wyndotte, PA 19095

| INDICATE TYPE OF MAIL                         |   |  | CHECK APPROPRIATE BLOCK FOR |     |                 | POSTMARK AND DATE OF RECEIPT  |               |                  |          |          |          |                |
|---|---|--|-----------------------------|-----|-----------------|---|---------------|------------------|----------|----------|----------|----------------|
|   |   |  |                             |     |                 |   |               |                  |          |          |          |                |
| Line  | Number of Article                                 | Name of Addressee, Street, and Post-Office Address   | Postage                     | Fee | Handling Charge | Act. Value<br>(If Regis.)   | Insured Value | Due<br>If C.O.D. | R.R. Fee | S.D. Fee | S.H. Fee | Rest. Del. Fee |
| 1   | Johnson<br>Lien<br>Holders                        | Domestic Relations Clearfield County<br>Clearfield County Courthouse<br>230 E. Market Street<br>Clearfield, PA 16830 |                             |     |                 |   |               |                  |          |          |          | Remarks        |
| 2   |   | Tenant/ Occupant<br>23 Trolley Street<br>Windburne, PA 16879   |                             |     |                 |   |               |                  |          |          |          |                |
| 3   |   | Beneficial Consumer Discount Company<br>1067 Pennsylvania Avenue<br>Troye, PA 16686                                  |                             |     |                 |   |               |                  |          |          |          |                |
| 4   |   |  |                             |     |                 |   |               |                  |          |          |          |                |
| 5   |   |  |                             |     |                 |   |               |                  |          |          |          |                |
| 6   |   |  |                             |     |                 |   |               |                  |          |          |          |                |
| 7   |   |  |                             |     |                 |   |               |                  |          |          |          |                |
| 8   |   |  |                             |     |                 |   |               |                  |          |          |          |                |
| 9   |   |  |                             |     |                 |   |               |                  |          |          |          |                |
| 10  |   |  |                             |     |                 |   |               |                  |          |          |          |                |
| 11  |   |  |                             |     |                 |   |               |                  |          |          |          |                |
| 12  |   |  |                             |     |                 |   |               |                  |          |          |          |                |
| 13  |   |  |                             |     |                 |   |               |                  |          |          |          |                |
| Total Number of<br>Pieces Listed by<br>Sender | Total Number of Pieces<br>Received at Post Office | POSTMASTER PER<br>(Name of receiving employee)<br><i>D. Kelly</i>  |                             |     |                 | <br>U.S. POSTAGE<br>PAID<br>ELKINS PARK, PA<br>MAY 15, 2001<br>AMOUNT<br>\$2.25<br>00017977-04 |               |                  |          |          |          |                |

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for non-negotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$50,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for Registered Mail; \$500 for COD and \$500 for Insured Mail. Special handling charges apply only to Third- and Fourth-Class parcels. Special delivery service also includes special handling service.

FOR REGISTERED, INSURED, C.O.D., CERTIFIED, AND EXPRESS MAIL

PS FORM 3877



# SHERIFF'S OFFICE

## CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

### SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must  
instruction sheet for each defendant. Please type or print legibly.  
Not detach any copies.

|   |  |   |                                   |  |  |                       |                      |                             |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
|---|--|---|-----------------------------------|--|--|-----------------------|----------------------|-----------------------------|--------------------------------------|---------------|-------------|------------|-------------------------------|--|------|----------------------------------|--|--|-------------------------------------|--|--|
| 1. Plaintiff(s)   | TMS Mortgage Inc.,<br>d/b/a The Money Store  |   |                                   | 2. Case Number   | 01-63-CD   |                       |                      |                             |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
| 3. Defendant(s)   | Andrew J. Johnson,<br>Vivian M. Johnson  |   |                                   | 4. Type of Writ or Complaint:                          | Writ of Execution, Notice of<br>Sale, Copy of Levy |                       |                      |                             |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
| SERVE<br>→<br>AT  | <p>5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold.</p> <p>6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)</p> |   |                                   |  |  |                       |                      |                             |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
| 7. Indicate unusual service:  | <input type="checkbox"/> Reg Mail  | <input type="checkbox"/> Certified Mail | <input type="checkbox"/> Deputize | <input type="checkbox"/> Post                          | <input type="checkbox"/> Other                     |                       |                      |                             |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
| Now, <u>20</u> I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of<br>County to execute this Writ and make return thereof according to law. This deputation<br>being made at the request and risk of the plaintiff. <u>Sheriff of Centre County</u>  |  |   |                                   |  |  |                       |                      |                             |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
| 8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE   |  |   |                                   |  |  |                       |                      |                             |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
| <p><b>NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN</b> – Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.</p>   |  |   |                                   |  |  |                       |                      |                             |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
| 9. Print/Type Name and Address of Attorney/Originator   |  | 10. Telephone Number                    | 11. Date                          |  |  |                       |                      |                             |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
|   |  | 12. Signature                           |                                   |  |  |                       |                      |                             |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
| <b>SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE</b>   |  |   |                                   |  |  |                       |                      |                             |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
| 13. I acknowledge receipt of the writ or complaint as indicated above.  | SIGNATURE of Authorized CCSD Deputy of Clerk and Title   |   | 14. Date Filed                    | 15. Expiration/Hearing Date                            |  |                       |                      |                             |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
| <b>TO BE COMPLETED BY SHERIFF</b>   |  |   |                                   |  |  |                       |                      |                             |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
| 16. Served and made known to <u>Andrew Johnson</u> , on the <u>31</u> day of <u>May</u> ,   |  |   |                                   |  |  |                       |                      |                             |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
| 20 <u>01</u> , at <u>2:30</u> o'clock, <u>P</u> m., at <u>112 N. Fourth St., Philipsburg</u> , County of Centre   |  |   |                                   |  |  |                       |                      |                             |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
| Commonwealth of Pennsylvania, in the manner described below:  |  |   |                                   |  |  |                       |                      |                             |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
| <input checked="" type="checkbox"/> Defendant(s) personally served.<br><input checked="" type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is <u>Husband</u><br><input type="checkbox"/> Adult in charge of Defendant's residence.<br><input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) resides(s).<br><input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business.<br><input type="checkbox"/> _____ and officer of said Defendant company.<br><input type="checkbox"/> Other _____              |  |   |                                   |  |  |                       |                      |                             |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
| On the _____ day of _____, 20____, at _____ o'clock, _____ M.   |  |   |                                   |  |  |                       |                      |                             |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
| Defendant not found because:  |  |   |                                   |  |  |                       |                      |                             |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
| <input type="checkbox"/> Moved <input type="checkbox"/> Unknown <input type="checkbox"/> No Answer <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____   |  |   |                                   |  |  |                       |                      |                             |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
| Remarks:  |  |   |                                   |  |  |                       |                      |                             |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
| Advance Costs<br><u>75.00</u>   | Docket<br><u>9.00</u>  | Service<br><u>15.00</u>                 | Sur Charge<br><u>20.00</u>        | Affidavit<br><u>3.50</u>                               | Mileage<br><u>21.00</u>                            | Postage<br><u>.50</u> | Misc.<br><u>1.00</u> | Total Costs<br><u>70.00</u> | Costs Due or Refund<br><u>\$5.00</u> |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
| 17. AFFIRMED and subscribed to before me this <u>12</u>   |  |   |                                   | So Answer.   |  |                       |                      |                             |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
| 20. day of <u>Spine</u> <u>2001</u>   |  |   |                                   | 18. Signature of Dep. Sheriff<br><u>Corinne Peters</u> |  |                       |                      | 19. Date<br><u>16/5/01</u>  |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
| 23. <u>Corinne Peters</u>   |  |   |                                   | 21. Signature of Sheriff                               |  |                       |                      | 22. Date                    |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
| SHERIFF OF CENTRE COUNTY  |  |   |                                   |  |  |                       |                      |                             |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 2px;">Notary Public</td> <td style="width: 30%; padding: 2px;">Notary Seal</td> <td style="width: 40%; padding: 2px;">Amount Pd.</td> </tr> <tr> <td colspan="2" style="text-align: center;">Corinne Peters, Notary Public</td> <td style="text-align: center;">Page</td> </tr> <tr> <td colspan="2" style="text-align: center;">Bellefonte, Boro - Centre County</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;">My Commission Expires AUG. 28, 2001</td> <td></td> </tr> </table> |  |   |                                   |  |  |                       |                      |                             |                                      | Notary Public | Notary Seal | Amount Pd. | Corinne Peters, Notary Public |  | Page | Bellefonte, Boro - Centre County |  |  | My Commission Expires AUG. 28, 2001 |  |  |
| Notary Public   | Notary Seal  | Amount Pd.                              |                                   |  |  |                       |                      |                             |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
| Corinne Peters, Notary Public   |  | Page                                    |                                   |  |  |                       |                      |                             |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
| Bellefonte, Boro - Centre County  |  |   |                                   |  |  |                       |                      |                             |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
| My Commission Expires AUG. 28, 2001   |  |   |                                   |  |  |                       |                      |                             |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
| 24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE<br>ON <u>16/5/01</u> at <u>112 N. Fourth St., Philipsburg</u> , <u>Centre County, PA</u>  |  |   |                                   |  |  |                       |                      |                             |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |
| 25. Date Received   |  |   |                                   |  |  |                       |                      |                             |                                      |               |             |            |                               |  |      |                                  |  |  |                                     |  |  |



Richard M. Squire, Esquire  
I.D. No. 04267  
Richard M. Squire & Associates, LLC  
7919 Washington Lane  
Wyncote, PA 19095  
(215) 886-6534 Fax (215) 886-1355  
Attorneys for Plaintiff

TMS Mortgage Inc., d/b/a The Money  
Store

Plaintiff,

v.

Andrew J. Johnson  
Vivian M. Johnson

Defendant.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET NO. 01-63-CD

CIVIL ACTION

MORTGAGE FORECLOSURE

**FILED**

JUL 12 2001

William A. Shaw  
Prothonotary

**AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1**

TMS Mortgage Inc., d/b/a The Money Store, Plaintiff in the above action, being authorized to do so, sets forth as of the date the Praecept for the Writ of Execution was filed, the following information concerning the real property located at 23 Trolley Street, Windburne, PA 16879.

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

**Andrew J. Johnson  
Vivian M. Johnson**

**23 Trolley Street  
Windburne, PA 16879**

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

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

**First Commonwealth Bank**

**P.O. Box 400  
Indiana, PA 15701**

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

**Beneficial Consumer  
Discount Company**

**1067 Pennsylvania Ave.  
Tyrone, PA 16686**

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

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:

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:

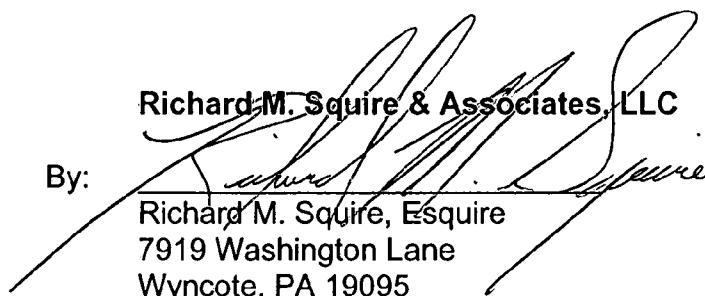
**Tenant/Occupant**

**23 Trolley Street  
Windburne, PA 16879**

**Domestic Relations  
Clearfield County**

**Clearfield County Courthouse  
230 E. Market Street  
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. §4904 relating to unsworn falsification to authorities.

By:   
**Richard M. Squire & Associates, LLC**  
**Richard M. Squire, Esquire**  
**7919 Washington Lane**  
**Wyncote, PA 19095**  
**Attorneys for Plaintiff**

Date: July 9, 2001

**PRAECIPE FOR WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)**  
**P.R.C.P. 3180-3183 and Rule 3257**

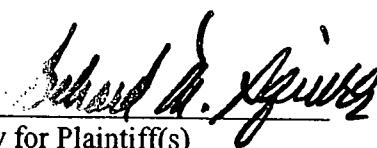
|   |  |
|---|--|
| TMS Mortgage, Inc., d/b/a The Money<br>Store<br><br>Plaintiff,<br><br>v.<br><br>Andrew J. Johnson<br>Vivian M. Johnson<br><br>Defendant(s). | IN THE COURT OF COMMON PLEAS<br>CLEARFIELD COUNTY, PENNSYLVANIA<br><br>DOCKET NO. 01-63-CD<br><br>CIVIL ACTION<br><br>MORTGAGE FORECLOSURE<br><br>PRAECIPE FOR WRIT OF EXECUTION<br>(Mortgage Foreclosure) |
|---|--|

To the Prothonotary:

Issue Writ of Execution in the above matter.

|                                    |               |
|------------------------------------|---------------|
| Amount Due                         | \$ 50,766.04  |
| Interest From 2/20/01 to sale date | \$ _____      |
| <b>TOTAL</b>                       | \$ _____      |
| * plus fees and costs              | <b>120.00</b> |

Dated 4/4/01

  
Attorney for Plaintiff(s)

RECEIVED APR 5 2001

*9:54 AM  
Weston by Mary and H. Pitt*

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

APR 04 2001

Attest:

*William J. Boos*  
Prothonotary

**LEGAL DESCRIPTION**

ALL THAT CERTAIN lot of ground situate in the Village of Windburne Township of Cooper County of Clearfield and State of Pennsylvania, more particularly bounded and described as follows:

BEGINNING at the southwest corner of the John B. Summerville 0.91 acre surface tract and the next line of Township Road or Trolley Street; thence along Trolley Street North 4 degrees 6' East 45 feet to corner of an adjacent lot; thence along same South 85 degree 54' East 189.09 feet inline right-of-way of the New York Central railroad; thence by the same in a Southerly direction by line having a radium of 1113 feet a distance of 45.06 feet to a point on line of other land; thence by same North 85 degree 54" West 187.08 feet to the place of beginning.

TOGETHER with a two-story frame dwelling being known as NO.23 Trolley Street, erected, thereon, with out buildings.

EXCEPTING AND RESERVING all exceptions and reservations as contained in prior deeds of conveyance.

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

**Sheriff Docket # 10913**

**TMS MORTGAGE INC., D/B/A THE MONEY STORE**

**01-63-CD**

**VS.**

**JOHNSON, ANDREW J. 01-63-CD**

**WRIT OF EXECUTION**

**REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, MAY 15, 2001, AT 6:14 PM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE. DEPUTY LEARNED THAT DEFENDANTS LIVE IN CENTRE COUNTY.**

**A SALE IS SET FOR FRIDAY, JULY 6, 2001, AT 10:00AM.**

**NOW, MAY 17, 2001, CALLED ATTORNEY SQUIRE AND INFORMED HIM THAT DEFENDANTS HAVE MOVED TO CENTRE COUNTY. SALE WILL HAVE TO BE CHANGED BECAUSE SERVICE WILL NOT BE MADE IN TIME FOR JULY 6, 2001.**

**NOW, MAY 17, 2001, SALE DATE IS CHANGED TO FRIDAY, AUGUST 3, 2001, AT 10:00 AM.**

**NOW, MAY 21, 2001, SHERIFF DENNIS NAU OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON ANDREW J. JOHNSON AND VIVIAN M. JOHNSON, DEFENDANTS.**

**NOW, MAY 31, 2001, SERVED THE WITHIN WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON ANDREW J. JOHNSON, DEFENDANT, BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE PART OF THIS RETURN.**

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

Sheriff Docket # 10913

TMS MORTGAGE INC., D/B/A THE MONEY STORE

01-63-CD

VS.

JOHNSON, ANDREW J. 01-63-CD

**WRIT OF EXECUTION**

**REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, MAY 31, 2001, SERVED THE WITHIN WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON ANDREW J. JOHNSON, HUSBAND OF VIVIAN M. JOHNSON, DEFENDANT, BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE PART OF THIS RETURN.**

**NOW, JULY 24, 2001, RECEIVED FAX THAT SALE IS TO BE CONTINUED TO OCTOBER 5, 2001, ADDITIONAL TIME IS NEEDED TO ADEQUATELY SERVE AND ADDITIONAL LIEN HOLDER.**

**NOW, JULY 25, 2001, BILLED ATTORNEY FOR PREVIOUS ADVERTISING. WHEN THIS IS PAID A NEW SALE DATE WILL BE SET.**

**NOW, JULY 26, 2001, RECEIVED LETTER TO CONTINUE SALE TO OCTOBER 5, 2001, AT 10:00AM.**

**NOW, JULY 28, 2001, RECEIVED ATTORNEY CHECK #3509 IN THE AMOUNT OF TWO HUNDRED NINETY-ONE DOLLARS AND TWELVE CENTS(\$291.12) FOR PREVIOUS ADVERTISING.**

**NOW, AUGUST 7, 2001, PAID PREVIOUS ADVERTISING AND SET NEW SALE DATE FOR FRIDAY, OCTOBER 5, 2001, AT 10:00AM.**

**NOW, AUGUST 9, 2001, SERVED NOTICE OF SALE, WITH NEW SALE DATE, ON VIVIAN JOHNSON, WIFE OF ANDREW J. JOHNSON, DEFENDANT, AT HER PLACE OF RESIDENCE, 112 NORTH FOURTH STREET, PHILIPSBURG, PENNSYLVANIA, 16866, BY CERTIFIED MAIL # 7000 0600 0022 9001 8447.**

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

Sheriff Docket # 10913

TMS MORTGAGE INC., D/B/A THE MONEY STORE

01-63-CD

VS.

JOHNSON, ANDREW J. 01-63-CD

**WRIT OF EXECUTION**

**REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, AUGUST 9, 2001, SERVED NOTICE OF SALE, WITH NEW SALE DATE,  
ON VIVIAN JOHNSON, DEFENDANT, AT HER PLACE OF RESIDENCE,  
112 NORTH FOURTH STREET, PHILIPSBURG, PENNSYLVANIA, 16866,  
BY CERTIFIED MAIL # 7000 0600 0022 9001 8454.**

**NOW, OCTOBER 5, 2001, A SALE WAS HELD ON THE PROPERTY OF THE  
DEFENDANTS. PROPERTY WAS PURCHASED BY**

**NOW, OCTOBER 5, 2001, SENT BILL TO ATTORNEY FOR COSTS DUE ON  
SALE.**

**NOW, NOVEMBER 19, 2001, SENT SECOND BILL TO ATTORNEY FOR COSTS  
DUE ON SALE.**

**NOW, DECEMBER 26, 2002, RECEIVED ATTORNEY CHECK #1242 IN THE AMOUNT  
OF FIVE HUNDRED FIFTY-THREE DOLLARS AND NINETY-NINE CENTS (\$553.99)  
FOR COSTS DUE ON SALE.**

**NOW, JANUARY 11, 2002, RETURN WRIT AS A SALE BEING HELD WITH THE  
PLAINTIFF PURCHASING THE PROPERTY FOR ONE DOLLAR (\$1.00) PLUS  
COSTS. PAID COSTS FROM ADVANCE WITH ATTORNEY PAYING REMAINING  
COSTS. DEED WAS FILED THIS DATE.**

**SHERIFF HAWKINS \$270.76  
SURCHARGE \$ 40.00  
PAID BY ATTORNEY**

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

Sheriff Docket # 10913

TMS MORTGAGE INC., D/B/A THE MONEY STORE

01-63-CD

VS.

JOHNSON, ANDREW J. 01-63-CD

**WRIT OF EXECUTION**

**REAL ESTATE**

**SHERIFF RETURNS**

---

---

Sworn to Before Me This

11<sup>th</sup> Day Of January 2002

William A. Shaw

So Answers,

  
by Maryann H. Butt  
Chester A. Hawkins  
Sheriff

**FILED**

01/4/00  
JAN 11 2002

  
William A. Shaw  
Prothonotary



Sheriff's Office  
Clearfield County

CLEARFIELD COUNTY FAX  
(814) 765-6089

CHESTER A. HAWKINS  
SHERIFF

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

DARLENE SHULTZ  
CHIEF DEPUTY  
MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK  
PETER F. SMITH  
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TMS Mortgage Inc.,  
d/b/a The Money Store

NO. 01-63-CD

VS

ANDREW J. JOHNSON  
VIVIAN M. JOHNSON

ACTION: WRIT OF EXECUTION, NOTICE OF SALE  
AND COPY OF LEVY

SERVE BY: JUNE 29, 2001

or

HEARING DATE:

\*\*\*\*\*

SERVE: ANDREW J. JOHNSON

ADDRESS: 112 NORTH FOURTH STREET  
PHILIPSBURG, PA 16866

\*\*\*\*\*

Know all men by these presents, that I, CHESTER A. HAWKINS,  
HIGH SHERIFF of CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, do hereby  
deputize the SHERIFF of CENTRE County to execute this writ.

This deputation being made at the request and risk of the plaintiff  
this 21st day of MAY 2001.

COPY

Respectfully,  
Chester A. Hawkins  
by Margaret N. Smith  
CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: ATTORNEY



**Sheriff's Office  
Clearfield County**

10147/05-2641  
AFTER 4:00 P.M. (814) 765-1533  
CLEARFIELD COUNTY FAX  
(814) 765-6089

CHESTER A. HAWKINS  
SHERIFF

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

DARLENE SHULTZ  
CHIEF DEPUTY

MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

**DEPUTATION**

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

TMS Mortgage Inc.,  
d/b/a The Money Store

NO. 01-63-CD

VS

ANDREW J. JOHNSON  
VIVIAN M. JOHNSON

**ACTION: WRIT OF EXECUTION, NOTICE OF SALE  
AND COPY OF LEVY**

**SERVE BY: JUNE 29, 2001**

**or**

**HEARING DATE:**

**SERVE: VIVIAN M. JOHNSON**

**ADDRESS: 112 NORTH FOURTH STREET  
PHILIPSBURG, PA 16866**

\*\*\*\*\*  
Know all men by these presents, that I, CHESTER A. HAWKINS,  
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby  
deputize the SHERIFF of CENTRE County to execute this writ.

This deputation being made at the request and risk of the plaintiff  
this 21st day of MAY 2001.

**COPY**

Respectfully,  
*Chester A. Hawkins*  
by *Mary Ann H. Putt*  
CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: ATTORNEY

# SHERIFF'S OFFICE

## CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

### SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do not detach any copies.

|  |  |   |                             |                          |                         |                       |                      |                             |                                    |
|--|--|---|-----------------------------|--------------------------|-------------------------|-----------------------|----------------------|-----------------------------|------------------------------------|
| 1. Plaintiff(s)<br><i>TMS Mortgage Inc.,<br/>d/b/a The Money Store</i>   |  | 2. Case Number<br><i>01-63-CD</i>   |                             |                          |                         |                       |                      |                             |                                    |
| 3. Defendant(s)<br><i>Andrew J. Johnson,<br/>Vivian M. Johnson</i>   |  | 4. Type of Writ or Complaint:<br><i>Writ of Execution, Notice of<br/>Sale, Copy of Levy</i>   |                             |                          |                         |                       |                      |                             |                                    |
| SERVE<br>→ AT  |  | 5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold.<br>6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) |                             |                          |                         |                       |                      |                             |                                    |
| 7. Indicate unusual service: <input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other  |  |   |                             |                          |                         |                       |                      |                             |                                    |
| Now, <u>20</u> I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. _____ Sheriff of Centre County  |  |   |                             |                          |                         |                       |                      |                             |                                    |
| 8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE  |  |   |                             |                          |                         |                       |                      |                             |                                    |
| NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN – Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.  |  |   |                             |                          |                         |                       |                      |                             |                                    |
| 9. Print/Type Name and Address of Attorney/Originator  |  | 10. Telephone Number  |                             |                          |                         |                       |                      |                             |                                    |
|  |  | 11. Date  |                             |                          |                         |                       |                      |                             |                                    |
| 12. Signature  |  |   |                             |                          |                         |                       |                      |                             |                                    |
| SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE   |  |   |                             |                          |                         |                       |                      |                             |                                    |
| 13. I acknowledge receipt of the writ or complaint as indicated above.   | SIGNATURE of Authorized CCSD Deputy of Clerk and Title | 14. Date Filed  | 15. Expiration/Hearing Date |                          |                         |                       |                      |                             |                                    |
| TO BE COMPLETED BY SHERIFF   |  |   |                             |                          |                         |                       |                      |                             |                                    |
| 16. Served and made known to <u>Andrew Johnson</u> , on the <u>31</u> day of <u>May</u> , 20 <u>01</u> , at <u>2:30</u> o'clock, <u>P</u> m., at <u>112 N. Fourth St, Philipsburg</u> , County of Centre Commonwealth of Pennsylvania, in the manner described below:  |  |   |                             |                          |                         |                       |                      |                             |                                    |
| <input checked="" type="checkbox"/> Defendant(s) personally served.<br><input checked="" type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is <u>Husband</u><br><input type="checkbox"/> Adult in charge of Defendant's residence.<br><input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) resides(s).<br><input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business.<br><input type="checkbox"/> _____ and officer of said Defendant company.<br><input type="checkbox"/> Other _____ |  |   |                             |                          |                         |                       |                      |                             |                                    |
| On the _____ day of _____, 20 _____, at _____ o'clock, _____ M.  |  |   |                             |                          |                         |                       |                      |                             |                                    |
| Defendant not found because:<br><input type="checkbox"/> Moved <input type="checkbox"/> Unknown <input type="checkbox"/> No Answer <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____  |  |   |                             |                          |                         |                       |                      |                             |                                    |
| Remarks: <i>OP</i>   |  |   |                             |                          |                         |                       |                      |                             |                                    |
| Advance Costs<br><i>75.00</i>  | Docket<br><i>9.00</i>                                  | Service<br><i>15.00</i>   | Sur Charge<br><i>20.00</i>  | Affidavit<br><i>3.50</i> | Mileage<br><i>21.00</i> | Postage<br><i>.50</i> | Misc.<br><i>1.00</i> | Total Costs<br><i>70.00</i> | Costs Due or Refund<br><i>5.00</i> |
| 17. AFFIRMED and subscribed to before me this <u>12</u> day of <u>June</u> <u>2001</u>   |  |   |                             | So Answer.               |                         |                       |                      |                             | 19. Date                           |
|  |  |   |                             | <i>Corinne Peters</i>    |                         |                       |                      |                             | <i>6/5/01</i>                      |
| 23. <i>Corinne Peters</i>  |  |   |                             | 21. Signature of Sheriff |                         |                       |                      |                             | 22. Date                           |
|  |  |   |                             | <i>Corinne Peters</i>    |                         |                       |                      |                             |                                    |
|  |  |   |                             | SHERIFF OF CENTRE COUNTY |                         |                       |                      |                             |                                    |
|  |  |   |                             | Amount Pd. _____         |                         |                       |                      |                             | Page _____                         |
| 24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE<br>OF AUTHORIZED AUTHORITY AND TITLE.  |  |   |                             |                          |                         |                       |                      |                             | 25. Date Received                  |

# RICHARD M. SQUIRE AND ASSOCIATES, LLC

*ATTORNEYS AT LAW*

*Offices In Pennsylvania And New Jersey*

Richard M. Squire \*

John M. Crockett \*\*

Stephen V. Yarnell

\* Also Admitted In MD

\*\* Admitted In NJ And

Pamela S. Fouch,  
Senior Paralegal

7919 Washington Lane

Wyncote, PA 19095

Tel 215 886-6354

Fax 215-886-1355

email: [squirelaw@aol.com](mailto:squirelaw@aol.com)

New Jersey Office

66 Wildcat Branch Dr.

Sicklerville, NJ 08081

Tel 856-262-0474

John M. Crockett,  
Resident Managing Attorney

**July 24, 2001**

Sheriff of Clearfield County  
Real Estate Division  
230 E. Market Street  
Clearfield, PA 16830

Re:

**The Bank of New York  
v. Andrew J. Johnson and Vivian M. Johnson  
Court of Common Pleas of Clearfield County  
01-63-CD  
Premises: 23 Trolley Street, Windburne, PA 16879**

Dear Sir or Madam:

Can you please Postpone the Sheriff Sale scheduled for August 3, 2001 to October 5, 2001.  
Additional time is needed to adequately serve an additional lien holder.

Should you have any questions regarding this matter that please feel free to contact the undersigned. Thank you for your assistance with this matter.

Very truly yours,

RICHARD M. SQUIRE & ASSOCIATES

Thomas G. Barnes  
Foreclosure Supervisor

RECEIVED  
JUL 26 2001

RECEIVED  
JUL 27 2001

**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

ANDREW J. JOHNSON  
112 North Fourth Street  
Philipsburg, PA 16866

**COMPLETE THIS SECTION ON DELIVERY**

|                                       |                     |
|---------------------------------------|---------------------|
| A. Received by (Please Print Clearly) | B. Date of Delivery |
| VIVIAN JOHNSON                        | 8-9-01              |

**C. Signature**

X Vivian Johnson  Agent  
 Addressee

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

**3. Service Type**

|  |   |
|--|---|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail                   |
| <input type="checkbox"/> Registered                | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail              | <input type="checkbox"/> C.O.D.                         |

**4. Restricted Delivery? (Extra Fee)**  Yes**2. Article Number (Copy from service label)**

7000 0600 0022 9001 8447

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

COPY

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

Article Sent To: 7000 0600 0022 9001 8447

|   |         |
|---|---------|
| Postage   | \$ .34  |
| Certified Fee                                     |         |
| Return Receipt Fee<br>(Endorsement Required)      |         |
| Restricted Delivery Fee<br>(Endorsement Required) |         |
| Total Postage & Fees                              | \$ .394 |

Name (Please Print Clearly) (to be completed by mailer)  
ANDREW J. JOHNSON  
Street, Apt. No., or PO Box No.  
112 North Fourth Street  
City, State, Zip  
Philipsburg, PA 16866

See Reverse for Instructions

PS Form 3800, July 1999

*CLEARFIELD, PA  
AUG 8 2001  
Postmark Here  
USPS*

**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

VIVIAN M. JOHNSON  
112 North Frouth Street  
Philipsburg, PA 16866

**COMPLETE THIS SECTION ON DELIVERY****A. Received by (Please Print Clearly)**

*Vivian Johnson* 8-9-01

**B. Date of Delivery****C. Signature**

*Vivian Johnson*

 Agent Addressee**D. Is delivery address different from item 1?** Yes

If YES, enter delivery address below:

 No**3. Service Type**

|  |   |
|--|---|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail                   |
| <input type="checkbox"/> Registered                | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail              | <input type="checkbox"/> C.O.D.                         |

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

**2. Article Number (Copy from service label)** 7000 0600 0022 9001 8454

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

*COPY*

|   |                      |
|---|----------------------|
| <b>U.S. Postal Service</b>                                  |                      |
| <b>CERTIFIED MAIL RECEIPT</b>                               |                      |
| <i>(Domestic Mail Only; No Insurance Coverage Provided)</i> |                      |
| Article Sent To:  |                      |
| 7000 0600 0022 9001 8454                                    |                      |
| Postage   | \$ <i>34</i>         |
| Certified Fee   | <input type="text"/> |
| Return Receipt Fee<br>(Endorsement Required)                | <input type="text"/> |
| Restricted Delivery Fee<br>(Endorsement Required)           | <input type="text"/> |
| Total Postage & Fees  | \$ <i>3.94</i>       |
| Name (Please Print Clearly) (to be completed by mailer)     |                      |
| VIVIAN M. JOHNSON   |                      |
| Street, Apt. No., or PO Box No.                             |                      |
| 112 North Fourth Street                                     |                      |
| City, State, ZIP+4  |                      |
| Philipsburg, PA 16866                                       |                      |
| PS Form 3800, July 1999                                     |                      |
| See Reverse for Instructions                                |                      |

REAL ESTATE SALE

REAL ESTATE SALE

## REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NOW, OCTOBER 8, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting fo the date, time and place of sale at the Court House in Clearfield on the 5th day of OCTOBER 2001, I exposed the within described real estate of ANDREW J. JOHNSON AND VIVIAN M. JOHNSON

to public venue or outcry at which time and place I sold the same to TMS MORTGAGE INC., D/B/A THE MONEY STORE  
he/she being the highest bidder, for the sum of \$ 1.00 + COSTS  
and made the following appropriations, viz.:

### SHERIFF COSTS:

|                       |               |
|-----------------------|---------------|
| RDR                   | \$ 15.00      |
| SERVICE               | 15.00         |
| MILEAGE               | 10.40         |
| LEVY                  | 15.00         |
| <br>MILEAGE           | 13.00 + 10.40 |
| POSTING               | 15.00 + 15.00 |
| CSDS                  | 10.00         |
| COMMISSION 2%         |               |
| POSTAGE               | 7.88 + 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 AMOUNT            | 1.00          |
| RETURNS/DEPUTIZE      | 9.00          |
| COPIES                | 20.00         |
| BILLING - PHONE - FAX | 10.00         |

**TOTAL SHERIFF COSTS**

\$ 270.76  
**COPY**

### DEED COSTS:

|                     |  |
|---------------------|--|
| REGISTER & RECORDER |  |
| ACKNOWLEDGEMENT     |  |
| TRANSFER TAX 2%     |  |

**TOTAL DEED COSTS**

\$ 25.50

### DEBT & INTEREST:

| DEBT-AMOUNT DUE       | \$ 50,766.04 |
|-----------------------|--------------|
| INTEREST FROM 2-21-01 | TO SALE DATE |
|                       | TO BE ADDED  |

**TOTAL DEBT & INTEREST** \$ 50,766.04

### COSTS:

|                           |                     |
|---------------------------|---------------------|
| ATTORNEY FEES             | \$                  |
| PROTH. SATISFACTION       |                     |
| ADVERTISING               |                     |
| LATE CHARGES & FEES       | ( 210.12 ) + 225.93 |
| TAXES-Collector           | 02 87.01            |
| TAXES-Tax Claim           | 253.30              |
| COSTS OF SUIT-To Be Added | 310.80              |
| LIST OF LIENS             | 280.00              |
| MORTGAGE SEARCH           |                     |
| ACKNOWLEDGEMENT           | 5.00                |
| DEED COSTS                | 15.50               |
| ATTORNEY COMMISSION       |                     |
| SHERIFF COSTS             |                     |
| LEGAL JOURNAL AD          |                     |
| REFUND OF ADVANCE         |                     |
| REFUND OF SURCHARGE       |                     |
| PROTHONOTARY              |                     |
| <br>ESCROW BALANCE        |                     |
| <br>TOTAL COSTS           | \$ 1,553.79         |

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

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER - SEE REVERSE SIDE FOR COMPLETE SECURITY FEATURES

**RICHARD M. SQUIRE & ASSOCIATES, LLC**  
PA ESCROW ACCOUNT  
ONE JENKINTOWN STATION • SUITE 104  
115 WEST AVENUE  
JENKINTOWN, PA 19046

**\*\*Five hundred Fifty Three dollars and Ninety Nine cents\*\***

PAY  
TO THE  
ORDER  
OF

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

For LLS-012T/Andrew Johnson/Sheriff balance

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.

0012420360018081361952732



1242

NUMBER

AMOUNT

12/20/2001

\$553.99

VOID AFTER 90 DAYS

Ex. 10913