

01-820-CD  
NATIONAL CITY BANK OF -vs- LEWIS G. MARTELL Etal  
PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF  
PENNSYLVANIA

Plaintiff,

vs.

LEWIS G. MARTELL and MYRNA G.  
MARTELL

Defendants.

CIVIL DIVISION

NO. 01-820-00

COMPLAINT IN MORTGAGE  
FORECLOSURE

Code  
MORTGAGE FORECLOSURE

Filed on behalf of  
Plaintiff

Counsel of record for this  
party:

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

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

(412) 281-1725

**FILED**

MAY 30 2001

William A. Shaw  
Prothonotary

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

ALTEGRA CREDIT COMPANY	)
	) No.
Plaintiff,	)
vs.	)
	)
LEWIS G. MARTELL and MYRNA G. MARTELL,	)
	)
Defendant(s)	)

**NOTICE PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT**

Louis P. Vitti and Associates, P.C. is a law firm attempting to collect a debt for our client, Altegra Credit Company, and any information obtained will be used for that purpose.

Attached is a Complaint in Mortgage Foreclosure which sets forth the amount of a debt we are advised that you owe to Altegra Credit Company. We are attempting to collect this debt. Unless you dispute the validity of this debt or any portion of this debt, within thirty (30) days after receipt of this Notice, Louis P. Vitti and Associates, P.C. will assume this debt to be valid.

If you notify Louis P. Vitti and Associates, P.C. in writing within the thirty (30) day period that this debt or any portion of this debt is disputed, then Louis P. Vitti and Associates, P.C. will obtain verification of the debt and we will mail a copy of this verification to you. Please be sure to provide us with your correct mailing address.

If the creditor named in the attached Complaint is not the original creditor we will, upon your written request, provide you with the name and address of the original creditor.

If you dispute this debt (or any part of this debt) in writing or request the name of the original creditor in writing within thirty (30) days after you receive this Notice, Louis P. Vitti and Associates, P.C. will cease collection of the debt or any disputed portion of the debt until we have obtained the verification and/or name of the original creditor and have mailed that information to you.

## **COMPLAINT IN MORTGAGE FORECLOSURE**

### **NOTICE**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY THE ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES AND OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

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

**(814) 765-2641 - EXT. 20**

### COMPLAINT IN MORTGAGE FORECLOSURE

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

1. The Plaintiff is a corporation duly authorized to conduct business within the laws of the Commonwealth of Pennsylvania, having a principal place of business located at 3232 Newmark Drive, Miamisburg, Ohio.

2. The Defendant(s) is/are individuals with a last known mailing address of 226 Race Street, Clearfield, PA 16830. The property address is **226 Race Street, Clearfield, PA 16830** and is the subject of this action.

3. On the 24th day of August, 1998, in consideration of a loan of Forty One Thousand One Hundred Seventy Three and 50/100 (\$41,173.50) Dollars made by National City Bank of PA, a PA corporation, to Defendant(s), the said Defendant(s) executed and delivered to National City Bank of PA, a PA corporation, a "Note" secured by a Mortgage with the Defendant(s) as mortgagor(s) and National City Bank of PA, as mortgagee, which mortgage was recorded on the 25th day of August, 1998, in the Office of the Recorder of Deeds of Clearfield County, in Mortgage Book Volume 1962, page 460. The said mortgage is incorporated herein by reference thereto as though the same were set forth fully at length.

4. The premises secured by the mortgage are:

SEE EXHIBIT "A" ATTACHED HERETO.

5. Said mortgage provides, inter alia:

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

6. Since December 12, 2000, the mortgage has been in default by reason, inter alia, of the failure of the mortgagor(s) to make payments provided for in the said mortgage (including principal and interest) and, under the terms of the mortgage, the entire principal sum is due and payable.

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

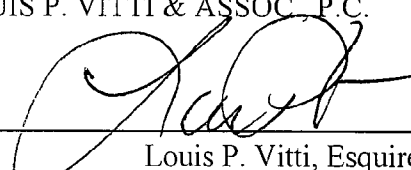
8. The amount due on said mortgage is itemized on the attached schedule.

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

WHEREFORE, pursuant to Pennsylvania Rule of Civil Procedure Number 1147(6), Plaintiff demands judgment for the amount due of Fifty Thousand Forty Seven and 01/100 Dollars (\$50,047.01) with interest and costs.

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

BY

A handwritten signature in black ink, appearing to read 'Louis P. Vitti', is written over a horizontal line.

Louis P. Vitti, Esquire  
Attorney for Plaintiff

MARTELL, LEWIS G.

**SCHEDULE OF AMOUNTS DUE UNDER MORTGAGE**

Unpaid Principal Balance	41,173.50
Interest 12.5000% from 11/12/00 through 05/31/2001 (Plus \$14.1005 per day after 05/31/2001 )	2,820.10
Late charges through 05/23/2001 0 months @ 45.13 Accumulated beforehand (Plus \$45.13 on the 17th day of each month after 05/23/2001 )	1,138.76
Attorney's fee	2,058.68
Escrow deficit (This figure includes projected additional charges that may be incurred by the Plaintiff and transmitted to the sheriff as charges on the writ prior to the date of the sheriff's sale)	<u>2,855.97</u>
<b>BALANCE DUE</b>	<b>50,047.01</b>

Martell # 50724

VOL 1962 PAGE 462  
NATIONAL REAL ESTATE 8-14-1998 16:07  
D-93-068127 MARTELL, LEWIS G.

PAGE 4/4

RightFAX

EXHIBIT A

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF LAWRENCE IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 09/20/93 AND RECORDED 07/09/96, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1774 AND PAGE 177.

ADDRESS: 226 RACE ST.; CLEARFIELD, PA TAX MAP OR PARCEL ID NO.:  
128-K07-250-16

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 1:17pm 8-25-98  
BY Natl City  
FEES 15.50  
Karen L. Starck, Recorder

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

VERIFICATION

AND NOW Louis P. Vitti verifies that the statements made in this Complaint are true and correct to the best of his knowledge, 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 virtue of the fact that the Plaintiff is outside the jurisdiction of the court and the verification cannot be obtained within the time allowed for the filing of this pleading, the pleading is submitted by counsel having sufficient knowledge, information and belief based upon the information provided him by the Plaintiff.

  
\_\_\_\_\_  
Louis P. Vitti

Dated: May 25, 2001

**FILED**

MAY 30 2001

*W.A. Shaw*  
William A. Shaw  
Prothonotary

*W.A. Shaw*  
W.A. Shaw

DD \$80.00

*W.A. Shaw*  
W.A. Shaw

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

Sheriff Docket # 11062

NATIONAL CITY BANK OF PENNSYLVANIA

01-820-CD

VS.

MARTELL, LEWIS G. & MYRNA G.

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW JUNE 6, 2001 AT 2:08 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MYRNA G. MARTELL, DEFENDANT AT RESIDENCE, 226 RACE ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MYRNA MARTELL A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: COUDRIET

NOW JUNE 11, 2001 AT 3:00 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LEWIS G. MARTELL, DEFENDANT AT EMPLOYMENT, WALKER LUMBER, BIGLER, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LEWIS MARTELL A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: MCCLEARY/NEVLING

**Return Costs**

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

**FILED**  
2001  
JUN 13 2001  
William A. Shaw  
Prothonotary

Sworn to Before Me This

13 Day Of June 2001  
William A. Shaw

So Answers,

Chester A. Hawkins  
by Marilyn Harris  
Chester A. Hawkins  
Sheriff

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF  
PENNSYLVANIA

Plaintiff,

vs.

LEWIS G. MARTELL and MYRNA G.  
MARTELL

Defendants.

CIVIL DIVISION

NO. 01-820-CD

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

Code MORTGAGE FORECLOSURE

Filed on behalf of  
Plaintiff

Counsel of record for this  
party:

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

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

(412) 281-1725

**FILED**

JUL 26 2001

William A. Shaw  
Prothonotary

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

NATIONAL CITY BANK OF PENNSYLVANIA	)	
	)	
Plaintiff,	)	
	)	
vs.	)	NO. 01-820-CD
	)	
LEWIS G. MARTELL and MYRNA G.	)	
MARTELL	)	
	)	
Defendants.	)	


**PRAECIPE FOR DEFAULT JUDGMENT**  
**AND ASSESSMENT OF DAMAGES**

TO: PROTHONOTARY OF CLEARFIELD

Enter judgment in Default of an Answer in the amount of **\$50,695.63**, in favor of the National City Bank of Pennsylvania, Plaintiff in the above-captioned action, against the Defendants, **Lewis G. Martell and Myrna G. Martell** and assess Plaintiff's damages as follows and/or as calculated in the Complaint:

Unpaid Principal Balance	<b>\$41,173.50</b>
Interest from <b>11/12/00-07/23/01</b> (Plus <b>\$14.1005</b> per day after <b>07/23/01</b> )	<b>3,567.43</b>
Late charges (Plus <b>\$45.13</b> per month from <b>05/23/01-Sale Date</b> )	<b>1,138.76</b>
Attorney's fee	<b>2,058.68</b>
Escrow Deficit (Plus any additional charges that may be incurred by the Plaintiff and transmitted to the sheriff as charges on the writ prior to the date of the sheriff's sale)	<b><u>2,855.97</u></b>
<b>Total Amount Due</b>	<b><u>\$50,794.34</u></b>

The real estate, which is the subject matter of the Complaint, is situate in the Twp of Lawrence, Cty of Clearfield, Cmwlt of PA. HET a dwg k/a 226 Race St., Clearfield, PA 16830. Parcel No. 123-K7-250-16.

  
Louis P. Vitti, Esquire  
Attorney for the Plaintiff

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

NATIONAL CITY BANK OF PENNSYLVANIA )

Plaintiff, )

vs. )

NO. 01-820-CD

LEWIS G. MARTELL and MYRNA G. )

MARTELL )

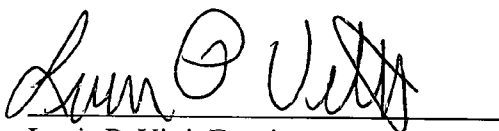
Defendants. )

**CERTIFICATION OF MAILING**

I, Louis P. Vitti, do hereby certify that a Notice of Intention to Take Judgment was mailed to the Defendant(s), in the above-captioned case on July 3, 2001, giving ten (10) day notice that judgment would be entered should no action be taken.

LOUIS P. VITTI & ASSOCIATES, P.C.

BY:

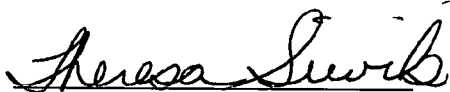


Louis P. Vitti, Esquire  
Attorney for Plaintiff

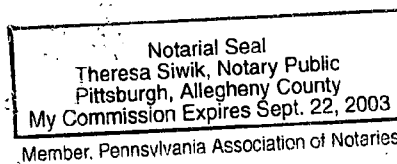
SWORN to and subscribed

before me this 23rd day

of July, 2001.



Notary Public



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

NATIONAL CITY BANK OF PENNSYLVANIA )

)  
)  
Plaintiff, )

)  
)  
vs. )

NO. 01-820-CD

LEWIS G. MARTELL and MYRNA G. MARTELL )

)  
)  
Defendants. )

---

**IMPORTANT NOTICE**

---

TO: Lewis G. Martell  
Walker Lumber  
Bigler, PA 16825

Myrna G. Martell  
226 Race Street  
Clearfield, PA 16830

Date of Notice: **July 3, 2001**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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

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

LOUIS P. VITTI & ASSOCIATES, P.C.

BY: 

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

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

AFFIDAVIT OF NON-MILITARY STATUS

TO THE BEST OF MY KNOWLEDGE AND BELIEF LEWIS G MARTELL AND MYRNA G MARTELL IS NOW, NOR HAS BEEN IN THE LAST 90 DAYS, A PERSON IN THE MILITARY SERVICE OF THE UNITED STATES AS THAT TERM DEFINED IN THE SODIERS AND SAILORS CIVIL RELIEF ACT OF 1940.

ALSO, TO THE BEST OF MY KNOWLEDGE AND BELIEF THE AFORESAID PERSON(S) OWN THE REAL ESTATE AT 226 RACE STREET, CLEARFIELD, PA 16830, SECURING MORTGAGE LOAN 8000008065, HELD OR SERVICED BY ALTEGRA CREDIT COMPANY.

ALTEGRA CREDIT COMPANY

BY: [Signature]  
DAN RICHARD  
FORECLOSURE MANAGER

STATE OF PENNSYLVANIA,

CITY/ COUNTY OF ALLEGHENY

I, Paula Frollini-Conway, A NOTARY PUBLIC IN AND FOR THE JURISDICTION AFORESAID DO HEREBY CERTIFY THAT DAN RICHARD OF THE FORECLOSURE DEPARTMENT OF ALTEGRA CREDIT COMPANY, WHOSE NAME AS SUCH SIGNED TO THE FOREGOING INSTRUMENT HAS ACKNOWLEDGED THE SAME BEFORE ME.

GIVEN UNDER MY HAND THIS DAY, April 25, 2001.

[Signature: Paula Frollini-Conway]  
Notarial Seal NOTARY PUBLIC  
Paula Frollini-Conway, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Jan. 17, 2005  
Member, Pennsylvania Association of Notaries

MY COMMISSION EXPIRES: \_\_\_\_\_

FILED

JUL 26 2001  
113301 aly v. th' pd  
William A. Shaw  
Prothonotary 820.00

not to. Days

Statement to aly v. th'



COPY

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

NATIONAL CITY BANK OF PENNSYLVANIA )

Plaintiff, )

vs. )

NO. 01-820-CD

LEWIS G. MARTELL and MYRNA G. )  
MARTELL )

Defendants. )

**NOTICE OF ORDER, DECREE OR JUDGMENT**

TO: DEFENDANT(S)

You are hereby notified that a judgment was entered in the above-captioned proceeding  
on the 26th day of July 2001

Judgment is as follows: **\$50,794.34.**

\_\_\_\_\_  
Deputy

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

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

CC 7

National City Bank of Pennsylvania  
Plaintiff(s)

No.: 2001-00820-CD

Real Debt: \$50,794.34

Atty's Comm:

Vs.

Costs: \$

Int. From:

Lewis G. Martell  
Myrna G. Martell  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 26, 2001

Expires: July 26, 2006

Certified from the record this 26th of July, 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF  
PENNSYLVANIA

Plaintiff,

vs.

LEWIS G. MARTELL and MYRNA G.  
MARTELL

Defendants.

CIVIL DIVISION

NO. 01-820-CD

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

Code MORTGAGE FORECLOSURE

Filed on behalf of  
Plaintiff

Counsel of record for this  
party:

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

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

(412) 281-1725

**FILED**

JUL 26 2001

William A. Shaw  
Prothonotary

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

NATIONAL CITY BANK OF PENNSYLVANIA )

Plaintiff, )

vs. )

NO. 01-820-CD

LEWIS G. MARTELL and MYRNA G. )

MARTELL )

Defendants. )

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

TO: PROTHONOTARY OF CLEARFIELD COUNTY

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

Amount Due 50,794.34

Interest **07/17/01-Sale Date**

Total \$           

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

The Twp of Lawrence, Cty of Clearfield, Cmwlt of PA. HET a dwg k/a 226 Race St., Clearfield, PA  
16830. Parcel No. 123-K7-250-16.



Louis P. Vitti, Esquire  
Attorney for Plaintiff

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

NATIONAL CITY BANK OF PENNSYLVANIA )

Plaintiff, )

vs. )

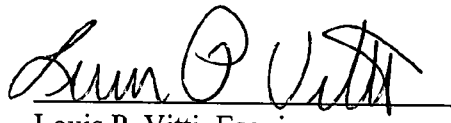
LEWIS G. MARTELL and MYRNA G. MARTELL )

Defendants. )

NO. 01-820-CD

**AFFIDAVIT**

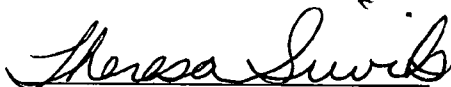
I, Louis P. Vitti, do hereby swear that, to the best of my knowledge, information and belief, the Defendant(s), is/are the owners of the real property on which the Plaintiff seeks to execute. That the Defendants' last known address is 226 Race Street, Clearfield, PA 16830.

  
Louis P. Vitti, Esquire

SWORN TO and subscribed

before me this 23rd day of

July, 2001.

  
Notary Public

Notary Seal  
Theresa Siwik, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Sept. 22, 2003  
Pennsylvania

Notary Seal  
Theresa Siwik, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Sept. 22, 2003  
Member, Pennsylvania Association of Notaries

FILED

MAY 26 2001  
11:35 AM  
William A. Shaw  
Prothonotary

600000  
Shaw  
Shaw



COT

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

National City Bank of Pennsylvania,

Vs.

NO.: 2001-00820-CD

Lewis G. Martell and  
Myrna G. Martell


**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due NATIONAL CITY BANK OF PENNSYLVANIA, , Plaintiff(s) from  
LEWIS G. MARTELL, MYRNA G. MARTELL , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Legal Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
Garnishee(s) as follows:  
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying  
any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise  
disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other  
than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined  
as above stated.

AMOUNT DUE: \$50,794.34  
INTEREST: 7/17/01 - sale date  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 07/26/2001

PAID: \$120.00  
SHERIFF: \$  
OTHER COSTS: \$

  
\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

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

Requesting Party: Louis P. Vitti, Esquire  
916 Fifth Avenue  
Pittsburgh, PA 15219

\_\_\_\_\_  
Sheriff

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

NATIONAL CITY BANK OF PENNSYLVANIA	)	
	)	
Plaintiff,	)	
	)	
vs.	)	NO. 01-820-CD
	)	
LEWIS G. MARTELL and MYRNA G.	)	
MARTELL	)	
	)	
Defendants.	)	

LEGAL DESCRIPTION

ALL that certain piece or parcel of ground, with a residential dwelling and other improvements thereon, situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on alley along line of lands now or formerly of the Fishing Club of Clearfield; thence North fifty-two (52) degrees thirty (30) minutes East one hundred thirty-five (135) feet to a post; thence along the Public Road fifty-three and one-third ( $53 \frac{1}{3}$ ) feet to a post on line of Lot No. 14; thence along Lot Number 14 one hundred forty-eight (148) feet to a post on line of alley of the Fishing Club; thence along the line of said alley sixty-eight (68) feet to a post and place of beginning and being known as Lot Number 15 and being a part of Purpart No. 18 of the Richard Shaw, Jr. Estate.

Having erected thereon a dweliing known as 226 Race Street, Clearfield, PA 16830.

Parcel # 123-K7-250-16

Being the same premises which, Coleen M. Hugney, Single by deed dated 09/20/1993 and recorded on 07/19/1996 in the Clearfield County, Pennsylvania, in the Recorder of Deeds Office in Deed Book Volume 1774, Page 177, granted and conveyed unto Lewis G. Martell and Myrna G. Matell.

SEIZED, taken in execution to be sold as the property of Lewis G. Martell and Myrna G. Martell, at the suit of National City Bank of Pennsylvania. Judgment No. 01-820-CD

01-820-00

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

**FILED**

AUG 29 2001

mll: 38 cm  
William A. Shaw  
Prothonotary

*ES*

TO: Lewis G. Martell  
Myrna G. Martell  
226 Race Street  
Clearfield, PA 16830

AND: ALL LIEN HOLDERS

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in Clearfield County Courthouse on **October 19, 2001 at 10:00 A. M.**, the following described real estate, of which Lewis G. Martell and Myrna G. Martell are owners or reputed owners:

The Twp of Lawrence, Cty of Clearfield, Cmwltth of PA. HET a dwg k/a 226 Race St., Clearfield, PA 16830. Parcel No. 123-K7-250-16.

The said Writ of Execution has issued on a judgment in the mortgage foreclosure action of National City Bank of Pennsylvania vs. Lewis G. Martell et ux. at 01-820-CD in the amount of \$50,794.34.

Claims against property must be filed at the Office of the Sheriff before above sale date.

Claims to proceeds must be made with the Office of the Sheriff before the sale date.

Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30) days from sale date.

Exceptions to Distribution or a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.

Attached hereto is a copy of the Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights you must act promptly.

**YOU SHOULD TAKE THIS NOTICE AND THE WRIT OF EXECUTION 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 ADVICE.**

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

You may have legal rights to prevent the Sheriff's Sale and the loss of your property. In order to exercise those rights, prompt action on your part is necessary. A lawyer may be able to help you.


You may have the right to prevent or delay the Sheriff's Sale by filing, before the sale occurs, a petition to open or strike the judgment or a petition to stay the execution.

If the judgment was entered because you did not file with the Court any defense or objection you might have within twenty (20) days after service of the Complaint for Mortgage Foreclosure and Notice to Defend, you may have the right to have the judgment opened in you promptly file a petition with the Court alleging a valid defense and a reasonable excuse for failing to file the defense on time. If the judgment is opened, the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether the Plaintiff has a valid claim to foreclose the Mortgage.

You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or in certain other events. To exercise this right, you would have to file a petition to strike the judgment.

You may also have the right to petition the Court to stay or delay the execution and the Sheriff's Sale if you can show a defect in the Writ of Execution or service or demonstrate any other legal or equitable right.

You may also have the right to have the Sheriff's Sale set aside if the property is sold for a grossly inadequate price or if there are defects in the Sheriff's Sale. To exercise this right, you should file a petition with the Court after the sale and before the Sheriff has delivered his Deed to the property. The Sheriff will deliver the Deed if no petition to set aside the sale is filed within ten (10) days from the date when the Schedule of Distribution is filed in the Office of the Sheriff.



Louis P. Vitti, Esquire  
Attorney for Plaintiff  
916 Fifth Avenue  
Pittsburgh, PA 15219  
(412) 281-1725

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

October 19, 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF  
PENNSYLVANIA

CIVIL DIVISION

Plaintiff,

No. 01-820-CD

vs.

AFFIDAVIT OF SERVICE

LEWIS G. MARTELL and MYRNA G.  
MARTELL,

Code MORTGAGE FORECLOSURE

Defendants.

Filed on behalf of  
Plaintiff

Counsel of record for this  
party:

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

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

(412) 281-1725

**FILED**

SEP 21 2001

William A. Shaw  
Prothonotary

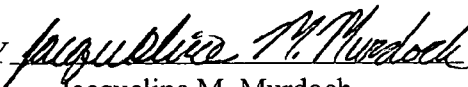
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

NATIONAL CITY BANK OF PENNSYLVANIA	)	
	)	
Plaintiff,	)	
	)	
vs.	)	NO. 01-820-CD
	)	
LEWIS G. MARTELL and MYRNA G.	)	
MARTELL	)	
	)	
Defendants.	)	

**AFFIDAVIT OF SERVICE**

I, Jacqueline M. Murdoch, do hereby certify that a Notice of Sale was mailed and served upon on the defendants by certified mail on August 29, 2001 and all lien holders by Certificate of Mailing for service in the above-captioned case on August 27, 2001, advising them of the Sheriff's sale of the property at 226 Race Street, Clearfield, PA 16830, *on October 19, 2001.*

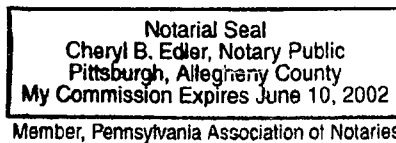
LOUIS P. VITTI & ASSOCIATES, P.C.

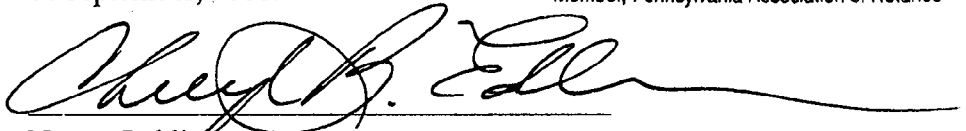
BY   
Jacqueline M. Murdoch

SWORN to and subscribed

before me this 19th day

of September, 2001.



  
Notary Public

2. Article Number



7106 4575 1292 4222 5213

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

Myrna G. Martell  
226 Race Street  
R Clearfield, PA 16830

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

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

☐ Agent

☐ Addressee

☐ Yes

☐ No

PS Form 3811, June 2000

Domestic Return Receipt

2. Article Number



7106 4575 1292 4222 5206

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

Myrna G. Martell  
226 Race Street  
Clearfield, PA 16830

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

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

☐ Agent

☐ Addressee

☐ Yes

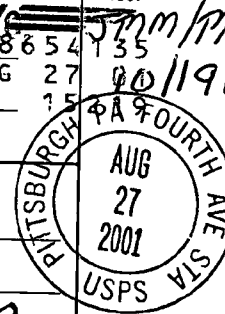
☐ No

PS Form 3811, June 2000

Domestic Return Receipt

U.S. POSTAL SERVICE		<b>CERTIFICATE OF MAILING</b>	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:		<b>LOUIS P. VITTI &amp; ASSOCIATES, P.C.</b> 916 FIFTH AVENUE PITTSBURGH, PA 15219 (412) 281-1725	
One piece of ordinary mail addressed to:		<b>Tenant/occupant</b> <b>226 Race Street</b> <b>Clearfield, PA 16830</b>	

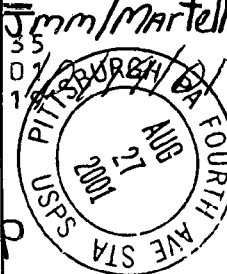
Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.



PS Form 3817, Mar. 1989

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

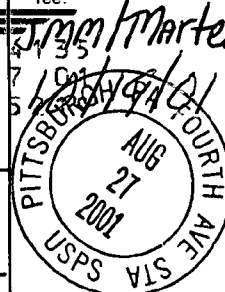
Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.



PS Form 3817, Mar. 1989

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

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



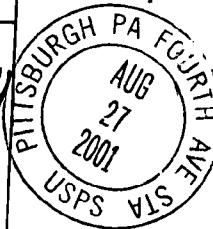
PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT  
PROVIDE FOR INSURANCE—POSTMASTER

Received From: **LOUIS P. VITTI & ASSOCIATES, PC**  
916 FIFTH AVENUE 50  
PITTSBURGH, PA 15219  
(412) 281-1725

One piece of ordinary mail addressed to:  
**Clearfield Municipal Authority**  
**107 EAST MARKET STREET**  
**Clearfield, PA 16830**

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



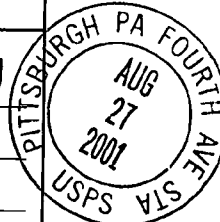
PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT  
PROVIDE FOR INSURANCE—POSTMASTER

Received From: **LOUIS P. VITTI & ASSOCIATES, PC**  
916 FIFTH AVENUE 50  
PITTSBURGH, PA 15219  
(412) 281-1725

One piece of ordinary mail addressed to:  
**Commonwealth of PA-DPLW**  
**P.O. Box 8016**  
**Harrisburg, PA 17105**

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



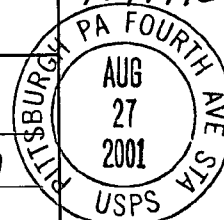
PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT  
PROVIDE FOR INSURANCE—POSTMASTER

Received From: **LOUIS P. VITTI & ASSOCIATES, PC**  
916 FIFTH AVENUE 50  
PITTSBURGH, PA 15219  
(412) 281-1725

One piece of ordinary mail addressed to:  
**Clerk of Courts**  
**Criminal/Civil Division**  
**P.O. Box 549**  
**Clearfield, PA 16830**

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



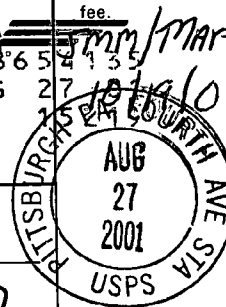
PS Form 3817, Mar. 1989

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

PS Form 3817, Mar. 1989

Attn: Susan Blough

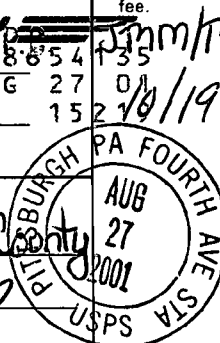
Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.



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

PS Form 3817, Mar. 1989

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



FILED

SEP 21 2001

110-341105cc

William A. Shaw Jr.

Prothoncary

*WAS*

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

National City Bank of Pennsylvania,

Vs.

NO.: 2001-00820-CD

Lewis G. Martell and  
Myrna G. Martell

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due NATIONAL CITY BANK OF PENNSYLVANIA, , Plaintiff(s) from  
LEWIS G. MARTELL, MYRNA G. MARTELL , Defendant(s):

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

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$50,794.34  
INTEREST: 7/17/01 - sale date  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 07/26/2001

PAID: \$120.00  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 27th day  
of July A.D. 2001  
At 10:48 A.M./P.M.

Chester A. Hawkins  
Sheriff by Margaret H. Pitt

Requesting Party: Louis P. Vitti, Esquire  
916 Fifth Avenue  
Pittsburgh, PA 15219

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

NATIONAL CITY BANK OF PENNSYLVANIA )

Plaintiff, )

vs. )

NO. 01-820-CD

LEWIS G. MARTELL and MYRNA G. )  
MARTELL )

Defendants. )

LEGAL DESCRIPTION

ALL that certain piece or parcel of ground, with a residential dwelling and other improvements thereon, situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on alley along line of lands now or formerly of the Fishing Club of Clearfield; thence North fifty-two (52) degrees thirty (30) minutes East one hundred thirty-five (135) feet to a post; thence along the Public Road fifty-three and one-third ( $53 \frac{1}{3}$ ) feet to a post on line of Lot No. 14; thence along Lot Number 14 one hundred forty-eight (148) feet to a post on line of alley of the Fishing Club; thence along the line of said alley sixty-eight (68) feet to a post and place of beginning and being known as Lot Number 15 and being a part of Purpart No. 18 of the Richard Shaw, Jr. Estate.

Having erected thereon a dwelling known as 226 Race Street, Clearfield, PA 16830.

Parcel # 123-K7-250-16

Being the same premises which, Coleen M. Hugney, Single by deed dated 09/20/1993 and recorded on 07/19/1996 in the Clearfield County, Pennsylvania, in the Recorder of Deeds Office in Deed Book Volume 1774, Page 177, granted and conveyed unto Lewis G. Martell and Myrna G. Matell.

SEIZED, taken in execution to be sold as the property of Lewis G. Martell and Myrna G. Martell, at the suit of National City Bank of Pennsylvania. Judgment No. 01-820-CD

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

Sheriff Docket # 11377

NATIONAL CITY BANK OF PENNSYLVANIA

01-820-CD

VS.

MARTELL, LEWIS G.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, AUGUST 23, 2001, AT 1:15 PM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, OCTOBER 19, 2001, AT 10:00 AM O'CLOCK.

NOW, AUGUST 23, 2001, AT 1:15 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON LEWIS G. MARTELL, DEFENDANT, AT HIS PLACE OF RESIDENCE, 226 RACE STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, 16830, BY HANDING TO LEWIS G. MARTELL, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, AUGUST 23, 2001, AT 1:15 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON LEWIS G. MARTELL, HUSBAND OF MYRNA G. MARTELL, DEFENDANT, AT HIS PLACE OF RESIDENCE, 226 RACE STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, 16830, BY HANDING TO LEWIS G. MARTELL, HUSBAND OF MYRNA G. MARTELL, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, OCTOBER 19, 2001, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR ONE (\$1.00) DOLLAR PLUS COSTS.

NOW, OCTOBER 19, 2001, SENT A BILL TO THE ATTORNEY FOR COSTS DUE ON SALE.

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

Sheriff Docket # 11377

NATIONAL CITY BANK OF PENNSYLVANIA

01-820-CD

VS.

MARTELL, LEWIS G.

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

---

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

NOW, JANUARY 16, 2002, SENT A THIRD BILL TO THE ATTORNEY FOR COSTS DUE ON SALE.

NOW, JANUARY 24, 2002, RECEIVED ATTORNEY CHECK #6807 IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED FOURTEEN DOLLARS AND EIGHTY-NINE CENTS (\$1,514.89) FOR COSTS DUE.

NOW, JANUARY 25, 2002, RETURN WRIT AS A SALE BEING HELD WITH THE PLAINTIFF PURCHASING THE PROPERTY FOR ONE (\$1.00) DOLLAR PLUS COSTS. PAID COSTS FROM ADVANCE WITH THE PLAINTIFF PAYING REMAINING COSTS. DEED WAS FILED THIS DATE.

SHERIFF HAWKINS    \$196.08  
SURCHARGE            \$ 40.00  
PAID BY ATTORNEY

---

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

11377

NATIONAL CITY BANK OF PENNSYLVANIA

01-820-CD

VS.

MARTELL, LEWIS G.

WRIT OF EXECUTION REAL ESTATE

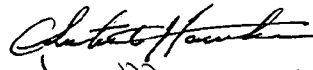
SHERIFF RETURNS

Sworn to Before Me This


26th Day Of January 2002  


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

So Answers,

  
by Margaret H. Pratt  
Chester A. Hawkins  
Sheriff

FILED

JAN 25 2002  
m/3:14/pm  
William A. Shaw  
Prothonotary 

## REAL ESTATE SALE

REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION

## REAL ESTATE SALE

NOW, OCTOBER 22, 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 forth the date, time and place of sale at the Court House in Clearfield on the 19th day of OCTOBER 2001, I exposed the within described real estate of LEWIS G. MARTELL AND MYRNA G. MARTELL

to public venue or outcry at which time and place I sold the same to NATIONAL CITY BANK OF PENNSYLVANIA 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		2.00
LEVY		15.00
MILEAGE		2.00
POSTING		15.00
CSDS		10.00
COMMISSION 2%		
POSTAGE		4.08
HANDBILLS		15.00
DISTRIBUTION		25.00
ADVERTISING		15.00
ADD'L SERVICE		15.00
DEED		30.00
ADD'L POSTING		
ADD'L MILEAGE		
ADD'L LEVY		
BID AMOUNT		1.00
RETURNS/DEPUTIZE		
COPIES / BILLING		15.00
BILLING - PHONE - FAX		12.00
<b>TOTAL SHERIFF COSTS</b>	<b>\$</b>	<b>206.08</b>

DEED COSTS:

REGISTER & RECORDER	\$	15.50
ACKNOWLEDGEMENT		5.00
TRANSFER TAX 2%		
<b>TOTAL DEED COSTS</b>	<b>\$</b>	<b>20.50</b>

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 50,794.34
INTEREST FROM 7-17-01	

TO BE ADDED

<b>TOTAL DEBT &amp; INTEREST</b>	<b>\$ 50,794.34</b>
----------------------------------	---------------------

COSTS:

ATTORNEY FEES	.
PROTH. SATISFACTION	
ADVERTISING	\$ 242.25
LATE CHARGES & FEES	
TAXES-Collector	\$
TAXES-Tax Claim	\$ 1,714.06
COSTS OF SUIT-To Be Added	
LIST OF LIENS AND MORTGAGE SEARCH	\$ 140.00
FORCLOSURE FEES	
ACKNOWLEDGEMENT	\$ 5.00
DEED COSTS	\$ 15.50
ATTORNEY COMMISSION	
SHERIFF COSTS	\$ 206.08
LEGAL JOURNAL AD	\$ 72.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	\$ 120.00

<b>TOTAL COSTS</b>	<b>\$</b>	<b>2,514.89</b>
--------------------	-----------	-----------------

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