

01-940-CD  
LEADER MORTGAGE COMPANY -vs- DEAN K. ROWLES

THE LEADER MORTGAGE COMPANY : IN THE COURT OF COMMON PLEAS  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA  
:   
vs. : NO. 01-940-CD  
:   
DEAN K. ROWLES : CIVIL ACTION - LAW -  
Defendant : IN MORTGAGE FORECLOSURE

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

**TAKE NOTICE:**

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

DATE: June 7, 2002

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

LOCATION: Clearfield County Courthouse  
1 North Second Street, Suite 116  
Clearfield, PA 16830

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

THE LOCATION of your property to be sold is:

IRVIN & RAILROAD STREETS  
IRVONA  
CLEARFIELD COUNTY  
PENNSYLVANIA

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

No. 01-940-CD

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

DEAN K. ROWLES

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

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

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

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

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

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

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

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

(814) 765-2641 (Ext. 5982)

**THE LEGAL RIGHTS YOU MAY HAVE ARE:**

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

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

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

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

A copy of the Writ of Execution is attached hereto.

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

ALL THAT CERTAIN piece, parcel or lot of ground, together with the improvements thereon, situate in the Borough of Irvona, County of Clearfield, and the Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point on corner of Irvin and Railroad Streets; thence in a Southeasterly direction along line of said Railroad Street, one hundred fifty (150) feet to post on alley; thence in Northeasterly direction along line of said alley, twenty-five (25) feet to a post or center of Lot No. 334; thence in a Northwesterly direction through center of Lot No. 334 to post on Irvin Street; thence along line of said Irvin Street; twenty-five (25) feet to a post or place of BEGINNING, and being one-half (1/2) of Lot No. 334 in the plan of the Borough of Irvona.

HAVING THEREON ERECTED A DWELLING KNOWN AS Irvin & Railroad Streets, Irvona, Pennsylvania.

BEING THE SAME PREMISES WHICH John F. Patterson, by Deed dated May 16, 1996 and recorded May 24, 1996 in Clearfield County Deed Book 1760, Page 537, granted and conveyed unto Dean K. Rowles.

Assessment # 11-H16-353-74

Leader v. Rowles  
Clearfield County sale 6/9

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

Received from:

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

Postage:

One piece of ordinary mail addressed to:

Postmark:

Dean K. Rowles  
P.O. Box 386  
Irvin & Railroad Streets  
Irvona, PA 16656

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

Received from:

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

Postage:

One piece of ordinary mail addressed to:

Postmark:

Amy Rowles  
P.O. Box 386  
Irvin & Railroad Streets  
Irvona, PA 16656

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

Received from:

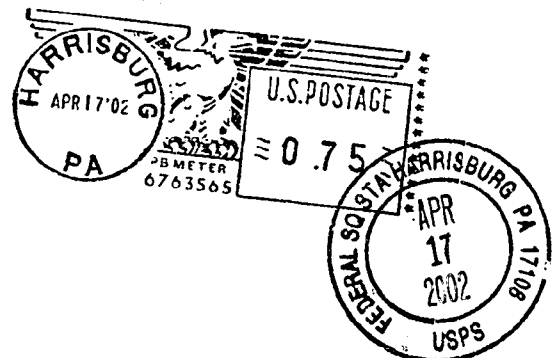
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

Postma

DOMESTIC RELATIONS OFFICE  
230 East Market Street  
Clearfield, PA 16830



Leader v. Rpwles  
Clearfield County sale \_\_\_\_\_

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

Received from:

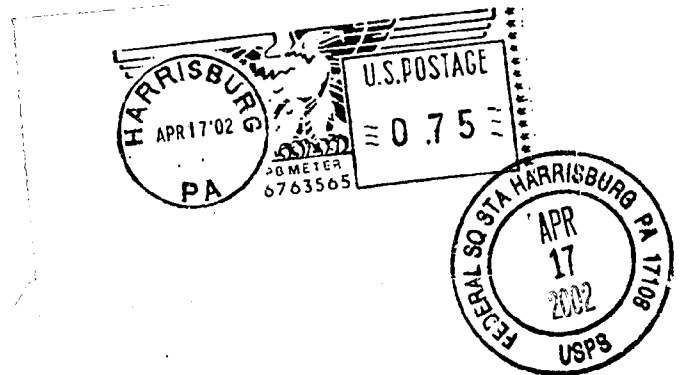
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

Laurel Bank  
Suite 207, Alstan Mall  
Monroeville, PA 15146

Postmark:



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

Sheriff Docket # 12275

LEADER MORTGAGE COMPANY

01-940-CD

VS.

ROWLES, DEAN K.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, APRIL 4, 2002, AT 10:55 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF DEFENDANT. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, JUNE 7, 2002, AT 10:00 A.M.

NOW, APRIL 4, 2002, AT 10:55 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON AMY ROWLES, WIFE OF DEAN K. ROWLES, DEFENDANT, AT HER PLACE OF RESIDENCE, PO BOX 386, IRVINE AND RAILROAD STREETS, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, 16656, BY HANDING TO AMY ROWLES, WIFE OF DEAN K. ROWLES, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, JUNE 7, 2002, A SALE WAS HELD ON THE PROPERTY OF DEFENDANT. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR ONE DOLLAR (\$1.00) PLUS COSTS.

NOW, JUNE 10, 2002, A BILL WAS SENT THE PLAINTIFF FOR COSTS DUE ON SALE.

NOW, JULY 16, 2002 TALKED TO CATHY IN ATTORNEY HALLER'S OFFICE ASKED IF THEY WANTED THE \$86.00 DUE DEDUCTED FROM THE PROTHONOTARY RETURN THEY SAID THAT IS HOW THEY WANTED IT HANDLED.

NOW, JULY 16, 2002, RETURN WRIT AS A SALE BEING HELD, PALINTIFF PURCHASED THE PROPERTY FOR ONE DOLLAR (\$1.00) PLUS COSTS FROM MONEY RECEIVED FROM PLAINTIFF, MADE REFUND.



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12275

LEADER MORTGAGE COMPANY

01-940-CD

VS.

ROWLES, DEAN K.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JULY 18, 2002 DEED FILED AT REGISTER AND RECORDERS OFFICE

SHERIFF HAWKINS \$215.18

SURCHARGE \$20.00

PAID BY PLAINTIFF

Sworn to Before Me This

18th Day of July 2002

WILLIAM A. SHAW

Prothonotary

My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

*Chester A. Hawkins*  
*By Cynthia Butler Aufenbaugh*

Chester A. Hawkins

Sheriff

FILED

JUL 18 2002

01:33 pm.  
William A. Shaw  
Prothonotary

*WAS*

# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME ROWLES NO. 01-940-CD

NOW, JUNE 10, 2002, 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 the date, time and place of sale at the Court House in Clearfield on the 7th day of 2002 2002, I exposed the within described real estate of

DEAN K. ROWLES

to public venue or outcry at which time and place I sold the same to THE LEADER MORTGAGE COMPANY 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		17.55
LEVY		15.00
MILEAGE		17.55
POSTING		15.00
CSDS		10.00
COMMISSION 2%		
POSTAGE		4.08
HANDBILLS		15.00
DISTRIBUTION		25.00
ADVERTISING		15.00
ADD'L SERVICE		
DEED		30.00
ADD'L POSTING		
ADD'L MILEAGE		
ADD'L LEVY		
BID AMOUNT		1.00
RETURNS/DEPUTIZE		
COPIES / BILLING	\$15.00 + 5.00	
BILLING - PHONE - FAX		
<b>TOTAL SHERIFF COSTS</b>	<b>\$215.18</b>	

## DEED COSTS:

REGISTER & RECORDER	\$	18.50
ACKNOWLEDGEMENT	****	5.00
TRANSFER TAX 2%		
<b>TOTAL DEED COSTS</b>	<b>\$</b>	<b>23.50</b>

## DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 28,646.75
INTEREST	4,790.04
FROM	
TO BE ADDED	\$
<b>TOTAL DEBT &amp; INTEREST</b>	<b>\$</b>

## COSTS:

ATTORNEY FEES	\$
PROTH. SATISFACTION	\$
ADVERTISING	\$233.58
LATE CHARGES & FEES	\$
TAXES-Collector	\$NONE
TAXES-Tax Claim	\$NONE
DUE	
COSTS OF SUIT-To Be Added	\$
LIST OF LIENS AND MORTGAGE SEARCH	\$ 140.00
FORCLOSURE FEES / ESCROW DEFICIT	\$
ACKNOWLEDGEMENT	\$ 5.00
DEED COSTS	\$18.50
ATTORNEY COMMISSION	\$
SHERIFF COSTS	\$ 215.18
LEGAL JOURNAL AD	\$76.50
REFUND OF ADVANCE	\$
REFUND OF SURCHARGE	\$
PROTHONOTARY	\$ 229.63
SATISFACTION FEE	\$
ESCROW DEFICIENCY	\$
MUNICIPAL LIEN	\$ 167.61
<b>TOTAL COSTS</b>	<b>\$ 1,086.00</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

*Reviewed 9/11/02*

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

Leader Mortgage Company,

Vs.

NO.: 2001-00940-CD

Dean K. Rowles ,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due LEADER MORTGAGE COMPANY, Plaintiff(s) from DEAN K. ROWLES , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See attached description
- (2) 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: \$28,646.75

PAID: \$229.63

INTEREST: \$4,790.04 (at the per diem of \$7.16 to 5/1/02)

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: Late charges: \$286.00 (at \$13.00 to 5/02)

Escrow Deficit: \$2,000.00

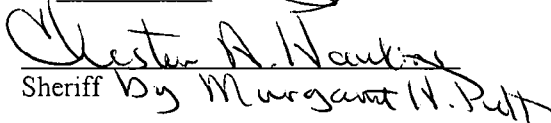
ATTY'S COMM: \$1,432.34 - (5%)

DATE: 03/12/2002



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 12th day  
of March A.D. 2002  
At 3:25 A.M./P.M.

  
Sheriff by Margaret H. Pelt

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

ALL THAT CERTAIN piece, parcel or lot of ground, together with the improvements thereon, situate in the Borough of Irvona, County of Clearfield, and the Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point on corner of Irvin and Railroad Streets; thence in a Southeasterly direction along line of said Railroad Street, one hundred fifty (150) feet to post on alley; thence in Northeasterly direction along line of said alley, twenty-five (25) feet to a post or center of Lot No. 334; thence in a Northwesterly direction through center of Lot No. 334 to post on Irvin Street; thence along line of said Irvin Street; twenty-five (25) feet to a post or place of BEGINNING, and being one-half (1/2) of Lot No. 334 in the plan of the Borough of Irvona.

HAVING THEREON ERECTED A DWELLING KNOWN AS Irvin & Railroad Streets, Irvona, Pennsylvania.

BEING THE SAME PREMISES WHICH John F. Patterson, by Deed dated May 16, 1996 and recorded May 24, 1996 in Clearfield County Deed Book 1760, Page 537, granted and conveyed unto Dean K. Rowles.

Assessment # 11-H16-353-74

THE LEADER MORTGAGE COMPANY : IN THE COURT OF COMMON PLEAS  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA  
vs. : NO. 01-940-CD  
DEAN K. ROWLES : CIVIL ACTION - LAW -  
Defendant : IN MORTGAGE FORECLOSURE

RETURN OF SERVICE

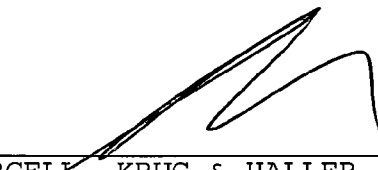
I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on 4-17-02, a true and correct copy of the Notice of Sale of Real Estate pursuant to PA R.C.P. 3129.1 to the Defendants herein and all lienholders of record by regular first class mail (Certificate of Mailing form in compliance with U.S. Postal Form 3817 is attached hereto as evidence), and also to the Defendants by Certified Mail, which mailing receipts are attached. Service addresses are as follows:

Dean K. Rowles  
P.O. Box 386  
Irvin & Railroad Streets  
Irvona, PA 16656


Amy Rowles  
P.O. Box 386  
Irvin & Railroad Streets  
Irvona, PA 16656

Laurel Bank  
Suite 207, Alstan Mall  
Monroeville, PA 15146

DOMESTIC RELATIONS OFFICE  
230 East Market Street  
Clearfield, PA 16830

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

**FILED**

MAY 30 2002  
11:44am nkc  
William A. Shaw  
Prothonotary 

LAW OFFICES  
**PURCELL, KRUG AND HALLER**

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

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

JOSEPH NISSLEY (1910-1982)  
ANTHONY DISANTO  
OF COUNSEL

HERSHEY  
1099 GOVERNOR ROAD

(717) 533-3836

**NOTICE TO:**

Dean K. Rowles  
P.O. Box 386  
Irvin & Railroad Streets  
Irvona, PA 16656

Amy Rowles  
P.O. Box 386  
Irvin & Railroad Streets  
Irvona, PA 16656

Laurel Bank  
Suite 207, Alstan Mall  
Monroeville, PA 15146

DOMESTIC RELATIONS OFFICE  
230 East Market Street  
Clearfield, PA 16830

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

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

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

By:   
Leon P. Haller PA I.D.15700

Attorney for Plaintiff

LAW  
**PURCELL, KRUG & HALLER**  
1719 NORTH FRONT STREET  
HARRISBURG, PENNSYLVANIA 17102-2392  
TELEPHONE (717) 234-4178  
FAX (717) 233-1149  
E-MAIL: MTG@PKH.COM

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

JOSEPH NISSLEY (1910-1982)  
ANTHONY DISANTO  
OF COUNSEL

HERSHEY  
1098 GOVERNOR ROAD  
(717) 533-3836

**January 31, 2002**

TO: Peggy  
CLEARFIELD COUNTY SHERIFF'S

FROM: Barb Villarrial

FAX: 814-765-6089

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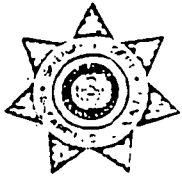
Leader vs. Rowles

Please stay the sheriff sale scheduled 02/01/02 due to mortgagor still being in bankruptcy

Thank you

Barb

COPY



OFFICE (814) 765-2641  
AFTER 400 PM (814) 765-1533  
CLEARFIELD COUNTY FAX  
(814) 765-5915

# Sheriff's Office Clearfield County

CHESTER A. HAWKINS  
SHERIFF

1 NORTH SECOND STREET - COURTHOUSE  
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ  
CHIEF DEPUTY  
MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT CLERK  
PETER F SMITH  
SOLICITOR



## YOU CAN WUN, BUT YOU CAN'T HIDE!

DATE FAXED: FEBRUARY 1, 2002 @11:05  
TO: BARB VILARRIAL

FAX #: 717-233-1149 PHONE #:  
FROM: PEGGY

NO. OF PAGES, INCLUDING COVER: 1

MESSAGE: BARB,  
PLEASE CHANGE OUR FAX NUMBER IN YOUR FILES TO 814-765-5915 THIS HAS BEEN OUR FAX  
FOR THE PAST YEAR. YOUR FAX FROM YESTERDAY WENT TO THE REGISTER AND RECORDERS  
OFFICE AND THEY "DO NOT" GIVE US FAXES THAT ARE TO COME TO THIS OFFICE. THE  
SHERIFF ANNOUNCED YOUR SALE AS "ABANDONED" BECAUSE WE DID NOT HAVE WORD FROM  
YOUR OFFICE ABOUT THE SALE, I JUST CHECKED OUR FOLDER AT 11:00AM. I WILL TALK  
TO THE SHERIFF AND EXPLAIN WHAT HAPPENED AND WILL NOT RETURN THE WRIT AS ABANDONED  
PLEASE LET ME KNOW WHEN YOU WANT THE SALE SET. IF YOU HAVE ANY QUESTIONS PLEASE  
CALL ME AT 814-765-2641 ext 1361



LAW  
**PURCELL, KRUG & HALLER**

1719 NORTH FRONT STREET  
HARRISBURG, PENNSYLVANIA 17102-2392

TELEPHONE (717) 234-4178  
FAX (717) 233-1149  
E-MAIL: MTG@PKH.COM

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

JOSEPH MISSLEY (1910-1982)  
ANTHONY DISANTO  
OF COUNSEL

HERSHEY  
1099 GOVERNOR ROAD  
(717) 533-3832

**January 2, 2002**

TO: Peggy  
CLEARFIELD COUNTY SHERIFF'S

FROM: Darcy Maurer

FAX: 814-765-5915

---

01-940-CD  
Leader vs. Rowles, Dean

Please continue the sheriff sale scheduled 01/04/02, to 02/01/02.

Thank you.

COPY

1719 NORTH FRONT STREET  
HARRIBURG, PA 17102  
717-234-4178 - PHONE  
717-234-1206 - FAX  
TCOLM@PKH.COM

**PURCELL, KRUG  
AND HALLER**

# Fax

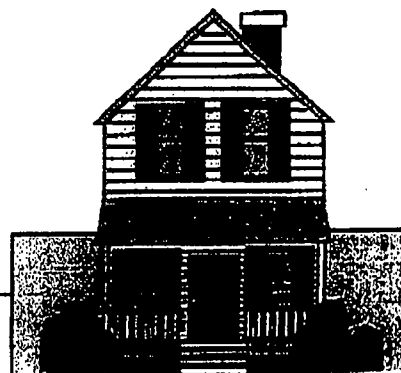
<b>To:</b> Peggy	<b>From:</b> Traci
<b>Fax:</b> 814-765-5915	<b>Pages:</b> 2
<b>Phone:</b>	<b>Date:</b> 03/19/02
<b>Re:</b> Dean K. Rowles - 01-940-CD	<b>CC:</b>

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

• **Comments:**

Attached is a copy of the Court order for Relief From Stay for the bankruptcy filed at 02-20093 BM by Dean K. Rowles. Please schedule a Sheriff's sale on the property owned by Mr. Rowles. Thank you.

COPY



UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

DEAN K. ROWLES and AMY J. ROWLES

Debtors

THE LEADER MORTGAGE COMPANY

Movant

VS.

DEAN K. ROWLES, AMY J. ROWLES and  
LISA M. SWOPE, Trustee

Respondents

BANKRUPTCY NO. 02-20093-BM


CHAPTER 7

02 - 0318 M

ORDER

AND NOW, to wit, this 6<sup>th</sup> day of February, 2002, upon consideration of the Motion of The Leader Mortgage Company to Obtain Relief from Stay, it appearing to the Court that no Answer or response has been timely filed, the Motion is hereby granted and the automatic stay is terminated as to the Movant relative to property situate at Box 386, Irvin and Railroad Streets, Irvona, Pennsylvania 16656.

BY THE COURT:

  
Bernard Markovitz  
Bankruptcy Judge

COPY

FILED

FEB 6 2002

CLERK, U.S. BANKRUPTCY COURT  
WEST DISTRICT OF PENNSYLVANIA

TOTAL P.02

# REAL ESTATE SALE

## REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

# REAL ESTATE SALE

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

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

### SHERIFF COSTS:

RDR	\$	15.00
SERVICE		15.00
MILEAGE		17.55
LEVY		15.00
MILEAGE		17.55
POSTING		15.00

CSDS		10.00
COMMISSION 2%		
POSTAGE		4.08
HANDBILLS		15.00
DISTRIBUTION		25.00
ADVERTISING		15.00
ADD'L SERVICE		
DEED		<del>30.00</del>
ADD'L POSTING		
ADD'L MILEAGE		\$
ADD'L LEVY		
BID AMOUNT		
RETURNS/DEPUTIZE		
COPIES / BILLING		15.00
BILLING - PHONE - FAX		20.00

**TOTAL SHERIFF COSTS** \$ 199.18

### DEED COSTS:

REGISTER & RECORDER	\$	16.50
ACKNOWLEDGEMENT	****	5.00
TRANSFER TAX 2%		

**TOTAL DEED COSTS**

### DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 28,646.75
INTEREST AT THE PER DIEM RATE OF \$7.16 TO 11-1-01	3,494.08
<b>TOTAL DEBT &amp; INTEREST</b>	<b>\$32,140.83</b>

### COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	297.46
LATE CHARGES & FEES	<del>\$ 208.00</del>
TAXES-Collector	
TAXES-Tax Claim	
COSTS OF SUIT-To Be Added	280.00
LIST OF LIENS AND MORTGAGE SEARCH	
FORCLOSURE FEES /ESCROW DEFICIT	<del>\$1,500.00</del>
ACKNOWLEDGEMENT	
DEED COSTS	
ATTORNEY COMMISSION	<del>\$1,432.34</del>
SHERIFF COSTS	\$ 199.18
LEGAL JOURNAL AD	72.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	\$ 120.00

**TOTAL COSTS**

\$ 298.64

**COPY**

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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11492

THE LEADER MORTGAGE CO

01-940-CD

VS.

ROWLES, DEAN K.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

FILED

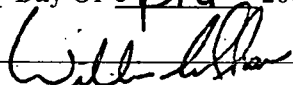
APR 10 2002

01:00

William A. Shaw  
Prothonotary

Sworn to Before Me This

16th Day Of April 2002

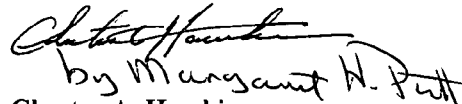


WILLIAM A. SHAW  
Prothonotary

My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA



So Answers,

  
by Margaret W. Pratt

Chester A. Hawkins  
Sheriff

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

Sheriff Docket # 11492

THE LEADER MORTGAGE CO

01-940-CD

VS.

ROWLES, DEAN K.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, NOVEMBER 5, 2001, AT 10:00 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, JANUARY 4, 2002, AT 10:00 AM O'CLOCK.

NOW, NOVEMBER 5, 2001, AT 10:00 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON AMY ROWLES, WIFE OF DEAN K. ROWLES, DEFENDANT, AT HER PLACE OF RESIDENCE, P BOX 386, IRVIN AND RAILROAD STREETS, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, 16656, BY HANDING TO AMY ROWLES, WIFE OF DEAN K. ROWLES, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, JANUARY 2, 2002, RECEIVED A FAX FROM LEON HALLER, ATTORNEY FOR THE PLAINTIFF, THAT SALE IS TO BE CONTINUED TO FRIDAY, FEBRUARY 1, 2002, AT 10:00 AM.

NOW, JANUARY 3, 2002, RECEIVED A FAX FROM THEODORE S. HOPLINS, CLERK OF THE BANKRUPTCY COURT THAT DEFENDANT FILED CHAPTER 7.

NOW, JANUARY 4, 2002, CALLED LEON HALLER'S OFFICE AND INFORMED HIM THAT I RECEIVED A FAX OF THE BANKRUPTCY.

NOW, JANUARY 4, 2002, IT WAS ANNOUNCED THAT SALE IS CONTINUED UNTIL FRIDAY, FEBRUARY 1, 2002, AT 10:00 AM.

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

Sheriff Docket # 11492

**THE LEADER MORTGAGE CO**

**01-940-CD**

**VS.**

**ROWLES, DEAN K.**

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, FEBRUARY 1, 2002, THE PLAINTIFF WAS NOT REPRESENTED AT THE SALE - SHERIFF HAWKINS ANNOUNCED THAT WRIT IS TO BE RETURNED AS ABANDONED.**

**NOW, FEBRUARY 1, 2002, AT 11:05 PM CHECKED FAX FOLDER IN REGISTER AND RECORDERS OFFICE AND FOUND A FAX DATED JANUARY 31, 2002, AT 3:37 PM., INFORMING THIS OFFICE THAT MORTGAGOR IS STILL IN BANKRUPTCY AND SALE IS TO BE STAYED.**

**NOW, FEBRUARY 1, 2002, FAXED ATTORNEY HALLER'S OFFICE AND INFORMED THEM WHAT HAPPENED AND THAT WE WILL WAIT TO HEAR FROM THEM ABOUT WHAT TO DO WITH WRIT.**

**NOW, MARCH 12, 2002, RECEIVED NEW WRIT OF EXECUTION AND ANOTHER ADVANCE AND SURCHARGE.**

**NOW, MARCH 19, 2002, RECEIVED FAX FROM ATTORNEY HALLER'S OFFICE THAT A NEW SALE IS TO BE SET, RELIEF FROM STAY HAS BEEN RECEIVED.**

**NOW, APRIL 15, 2002, RETURN WRIT AS NO SALE HELD, WILL PROCEED WITH NEW WRIT, PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY. ALSO RETURNED ATTORNEY CHECK #47877 IN THE AMOUNT OF TWO HUNDRED NINETY-NINE DOLLARS AND FORTY-SIX CENTS THAT WAS SENT TO COVER FIRST ADVERTISING.**

**SHERIFF HAWKINS \$199.18**

**SURCHARGE \$ 20.00**

**PAID BY ATTORNEY**

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

COPY

Leader Mortgage Company,

Vs.

NO.: 2001-00940-CD

Dean K. Rowles ,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due LEADER MORTGAGE COMPANY, Plaintiff(s) from DEAN K. ROWLES , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See attached description
- (2) 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: \$28,646.75

PAID: \$229.63

INTEREST: \$4,790.04 (at the per diem of \$7.16 to 5/1/02)

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: Late charges: \$286.00 (at \$13.00 to 5/02)

Escrow Deficit: \$2,000.00

ATTY'S COMM: \$1,432.34 - (5%)

DATE: 03/12/2002

\_\_\_\_\_  
William A. Shaw

Prothonotary/Clerk Civil Division

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

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

\_\_\_\_\_  
Sheriff



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

Leader Mortgage Company,

Vs.

NO.: 2001-00940-CD

Dean K. Rowles ,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due LEADER MORTGAGE COMPANY, , Plaintiff(s) from DEAN K. ROWLES , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description of Real Estate Located at Irvin & Railroad Streets, Irvona, PA. 16656
- (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: \$37,155.13  
INTEREST: \$  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 03/12/2002

PAID: \$229.63  
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:  
Leon P. Haller  
1719 North Front Street  
Harrisburg, PA 17102

---

Sheriff

ALL THAT CERTAIN piece, parcel or lot of ground, together with the improvements thereon, situate in the Borough of Irvona, County of Clearfield, and the Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point on corner of Irvin and Railroad Streets; thence in a Southeasterly direction along line of said Railroad Street, one hundred fifty (150) feet to post on alley; thence in Northeasterly direction along line of said alley, twenty-five (25) feet to a post or center of Lot No. 334; thence in a Northwesterly direction through center of Lot No. 334 to post on Irvin Street; thence along line of said Irvin Street; twenty-five (25) feet to a post or place of BEGINNING, and being one-half (1/2) of Lot No. 334 in the plan of the Borough of Irvona.

HAVING THEREON ERECTED A DWELLING KNOWN AS Irvin & Railroad Streets, Irvona, Pennsylvania.

BEING THE SAME PREMISES WHICH John F. Patterson, by Deed dated May 16, 1996 and recorded May 24, 1996 in Clearfield County Deed Book 1760, Page 537, granted and conveyed unto Dean K. Rowles.

Assessment # 11-H16-353-74

THE LEADER MORTGAGE COMPANY : IN THE COURT OF COMMON PLEAS  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA  
vs. : NO. 01-940-CD  
DEAN K. ROWLES : CIVIL ACTION - LAW -  
Defendant : IN MORTGAGE FORECLOSURE


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

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter on the real estate located at **Irvin & Railroad Streets, Irvona, PA 16656** as follows:

Principal	\$28,646.75
Interest	\$ 4,790.04
(at the per diem of	
\$7.16 to 5/1/02)	
Late charges	\$ 286.00
(at \$13.00 to 5/02)	
Escrow deficit	\$ 2,000.00
5% Attorney's Commission	\$ <u>1,432.34</u>
<b>TOTAL</b>	<b>\$37,155.13**</b>

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

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

Dated: March 11, 2002

Attached is a description of the real estate.

**FILED**

MAR 12 2002  
m/2:20/m  
William A. Shaw  
Prothonotary  
6 WRITS ISSUED TO  
SHERIFF  
BY MTH

ALL THAT CERTAIN piece, parcel or lot of ground, together with the improvements thereon, situate in the Borough of Irvona, County of Clearfield, and the Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point on corner of Irvin and Railroad Streets; thence in a Southeasterly direction along line of said Railroad Street, one hundred fifty (150) feet to post on alley; thence in Northeasterly direction along line of said alley, twenty-five (25) feet to a post or center of Lot No. 334; thence in a Northwesterly direction through center of Lot No. 334 to post on Irvin Street; thence along line of said Irvin Street; twenty-five (25) feet to a post or place of BEGINNING, and being one-half (1/2) of Lot No. 334 in the plan of the Borough of Irvona.

HAVING THEREON ERECTED A DWELLING KNOWN AS Irvin & Railroad Streets, Irvona, Pennsylvania.

BEING THE SAME PREMISES WHICH John F. Patterson, by Deed dated May 16, 1996 and recorded May 24, 1996 in Clearfield County Deed Book 1760, Page 537, granted and conveyed unto Dean K. Rowles.

Assessment # 11-H16-353-74

THE LEADER MORTGAGE COMPANY : IN THE COURT OF COMMON PLEAS  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA  
vs. : NO. 01-940-CD  
DEAN K. ROWLES : CIVIL ACTION - LAW -  
Defendant : IN MORTGAGE FORECLOSURE


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

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter on the real estate located at **Irvin & Railroad Streets, Irvona, PA 16656** as follows:

Principal	\$28,646.75
Interest	\$ 3,494.08
(at the per diem of	
\$7.16 to 11/1/01)	
Late charges	\$ 208.00
(at \$13.00 to 11/01)	
Escrow deficit	\$ 1,500.00
5% Attorney's Commission	\$ <u>1,432.34</u>
<b>TOTAL</b>	<b>\$35,281.17**</b>

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

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

Dated: September 6, 2001

Attached is a description of the real estate.

**FILED**

SEP 07 2001

William A. Shaw  
Prothonotary

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

COPY

Leader Mortgage Company,

Vs.

NO.: 2001-00940-CD

Dean K. Rowles ,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due LEADER MORTGAGE COMPANY, Plaintiff(s) from DEAN K. ROWLES , Defendant(s):

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

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

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$28,646.75

PAID: \$120.00

INTEREST: \$3,494.08 (at the per diem of \$7.16 to 11/1/01) SHERIFF: \$

LATE CHARGES: \$208.00 (at \$13.00 to 11/01)

ESCROW DEFICIT \$1,500.00

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$1,432.34 (5%)

DATE: 09/07/2001



William A. Shaw  
Prothonotary/Clerk Civil Division

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

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

\_\_\_\_\_  
Sheriff

ALL THAT CERTAIN piece, parcel or lot of ground, together with the improvements thereon, situate in the Borough of Irvona, County of Clearfield, and the Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point on corner of Irvin and Railroad Streets; thence in a Southeasterly direction along line of said Railroad Street, one hundred fifty (150) feet to post on alley; thence in Northeasterly direction along line of said alley, twenty-five (25) feet to a post or center of Lot No. 334; thence in a Northwesterly direction through center of Lot No. 334 to post on Irvin Street; thence along line of said Irvin Street; twenty-five (25) feet to a post or place of BEGINNING, and being one-half (1/2) of Lot No. 334 in the plan of the Borough of Irvona.

HAVING THEREON ERECTED A DWELLING KNOWN AS Irvin & Railroad Streets, Irvona, Pennsylvania.

BEING THE SAME PREMISES WHICH John F. Patterson, by Deed dated May 16, 1996 and recorded May 24, 1996 in Clearfield County Deed Book 1760, Page 537, granted and conveyed unto Dean K. Rowles.

Assessment # 11-H16-353-74

FILED

1 cc Sheriff

SEP 07 2001 M12:31 PM

200.00 pd. by Atty

William A. Shaw  
Prothonotary

6 months/attached property  
desc. to SHIP

WAS



THE LEADER MORTGAGE COMPANY : IN THE COURT OF COMMON PLEAS  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA  
vs. : NO. 01-940-CD  
DEAN K. ROWLES : CIVIL ACTION - LAW -  
Defendant : IN MORTGAGE FORECLOSURE

P R A E C I P E

TO THE PROTHONOTARY OF THE WITHIN COUNTY:


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

Unpaid principal balance	\$28,646.75
Interest	\$ 2,613.40
(Per diem of \$7.16 from 7/1/00 to 7/1/01)	
Accumulated late charges and Late charges	\$ 156.00
(\$13.00 per month to 7/01)	
Escrow Deficit	\$ 100.79
5% Attorney's Commission	<u>\$ 1,432.34</u>
<b>TOTAL</b>	<b>\$32,949.28**</b>

\*\* Together with additional interest at the per diem rate indicated above from July 1, 2001, based on the contract rate, and other charges and costs to the date of Sheriff's Sale.

PURCELL, KRUG & HALLER

By

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

**FILED**

SEP 07 2001

William A. Shaw  
Prothonotary

FILED Atty pd. 20.00

M/2:35 PM Notice to Def.

SEP 07 2001

William A. Shaw & extra notices to  
Prothonotary Sign

Statement to Atty

W.A.S.

COPY

THE LEADER MORTGAGE COMPANY : IN THE COURT OF COMMON PLEAS  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA  
vs. : NO. 01-940-CD  
DEAN K. ROWLES : CIVIL ACTION - LAW -  
Defendant : IN MORTGAGE FORECLOSURE

NOTICE OF ENTRY OF JUDGMENT

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby notified that on \_\_\_\_\_ the following judgment has been entered against you in the above-captioned matter:

\$32,949.28 and for the sale and foreclosure of your property located at: Irvin & Railroad Streets, Irvona, PA 16656

Dated: \_\_\_\_\_

\_\_\_\_\_  
PROTHONOTARY

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

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

Dean K. Rowles  
P.O. Box 386  
Irvin & Railroad Streets  
Irvona, PA 16656

THE LEADER MORTGAGE COMPANY : IN THE COURT OF COMMON PLEAS  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA  
vs. : NO. 01-940-CD  
DEAN K. ROWLES : CIVIL ACTION - LAW -  
Defendant : IN MORTGAGE FORECLOSURE

P R A E C I P E


TO THE PROTHONOTARY OF THE WITHIN COUNTY:

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

Unpaid principal balance	\$28,646.75
Interest	\$ 2,613.40
(Per diem of \$7.16 from 7/1/00 to 7/1/01)	
Accumulated late charges and Late charges	\$ 156.00
(\$13.00 per month to 7/01)	
Escrow Deficit	\$ 100.79
5% Attorney's Commission	<u>\$ 1,432.34</u>
<b>TOTAL</b>	<b>\$32,949.28**</b>

\*\* Together with additional interest at the per diem rate indicated above from July 1, 2001, based on the contract rate, and other charges and costs to the date of Sheriff's Sale.

PURCELL, KRUG & HALLER

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

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

COPY

Leader Mortgage Company  
Plaintiff(s)

No.: 2001-00940-CD

Real Debt: \$32,949.28

Atty's Comm:

Vs.

Costs: \$

Int. From:

Dean K. Rowles  
Defendant(s)

Entry: \$20.00

Instrument: Judgment In Rem

Date of Entry: September 7, 2001

Expires: September 7, 2006

Certified from the record this 7th day of September, 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

THE LEADER MORTGAGE COMPANY : IN THE COURT OF COMMON PLEAS  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA  
vs. : NO. 01-940-CD  
DEAN K. ROWLES : CIVIL ACTION - LAW -  
Defendant : IN MORTGAGE FORECLOSURE

**RETURN OF SERVICE**


I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on 12-12-01, a true and correct copy of the Notice of Sale of Real Estate pursuant to PA R.C.P. 3129.1 to the Defendants herein and all lienholders of record by regular first class mail (Certificate of Mailing form in compliance with U.S. Postal Form 3817 is attached hereto as evidence), and also to the Defendants by Certified Mail, which mailing receipts are attached. Service addresses are as follows:

Dean K. Rowles  
P.O. Box 386  
Irvin & Railroad Streets  
Irvona, PA 16656

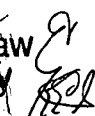
Laurel Bank  
Suite 207, Alstan Mall  
Monroeville, PA 15146

Amy Rowles  
P.O. Box 386  
Irvin & Railroad Streets  
Irvona, PA 16656

DOMESTIC RELATIONS OFFICE  
230 East Market Street  
Clearfield, PA 16830

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

**FILED**

JAN 14 2002  
m/1133/NOCC  
William A. Shaw  
Prothonotary 

LAW OFFICES  
**PURCELL, KRUG AND HALLER**

1719 NORTH FRONT STREET  
HARRISBURG, PENNSYLVANIA 17102-2392

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

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

JOSEPH NISSLEY (1910-1982)

ANTHONY DISANTO  
OF COUNSEL

HERSHEY  
1099 GOVERNOR ROAD

(717) 533-3836

**NOTICE TO:**

Dean K. Rowles  
P.O. Box 386  
Irvin & Railroad Streets  
Irvona, PA 16656

**Laurel Bank**  
**Suite 207, Alstan Mall**  
**Monroevillle, PA 15146**

Amy Rowles  
P.O. Box 386  
Irvin & Railroad Streets  
Irvona, PA 16656

DOMESTIC RELATIONS OFFICE  
230 East Market Street  
Clearfield, PA 16830

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

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

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

By: \_\_\_\_\_

Leon P. Haller PA I.D.15700

Attorney for Plaintiff

THE LEADER MORTGAGE COMPANY : IN THE COURT OF COMMON PLEAS  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA  
vs. : NO. 01-940-CD  
DEAN K. ROWLES : CIVIL ACTION - LAW -  
Defendant

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

**TAKE NOTICE:**

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

DATE: **January 04, 2002**

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

LOCATION: Clearfield County Courthouse  
1 North Second Street, Suite 116  
Clearfield, PA 16830

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

THE LOCATION of your property to be sold is:

**IRVIN & RAILROAD STREETS  
IRVONA  
CLEARFIELD COUNTY  
PENNSYLVANIA**

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

**No. 01-940-CD**

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

**DEAN K. ROWLES**



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

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

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

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

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

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

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

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

(814) 765-2641 (Ext. 5982)

ALL THAT CERTAIN piece, parcel or lot of ground, together with the improvements thereon, situate in the Borough of Irvona, County of Clearfield, and the Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point on corner of Irvin and Railroad Streets; thence in a Southeasterly direction along line of said Railroad Street, one hundred fifty (150) feet to post on alley; thence in Northeasterly direction along line of said alley, twenty-five (25) feet to a post or center of Lot No. 334; thence in a Northwesterly direction through center of Lot No. 334 to post on Irvin Street; thence along line of said Irvin Street; twenty-five (25) feet to a post or place of BEGINNING, and being one-half (1/2) of Lot No. 334 in the plan of the Borough of Irvona.

HAVING THEREON ERECTED A DWELLING KNOWN AS Irvin & Railroad Streets, Irvona, Pennsylvania.

BEING THE SAME PREMISES WHICH John F. Patterson, by Deed dated May 16, 1996 and recorded May 24, 1996 in Clearfield County Deed Book 1760, Page 537, granted and conveyed unto Dean K. Rowles.

Assessment # 11-H16-353-74

Leader v. Rowles  
Clearfield County sale 01/04/01

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

Received from:

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

Postage:

One piece of ordinary mail addressed to:

Dean K. Rowles  
P.O. Box 386  
Irvin & Railroad Streets  
Irvona, PA 16656

Postmark:

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

Received from:

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

Postage:

One piece of ordinary mail addressed to:

Amy Rowles  
P.O. Box 386  
Irvin & Railroad Streets  
Irvona, PA 16656

Postmark:

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

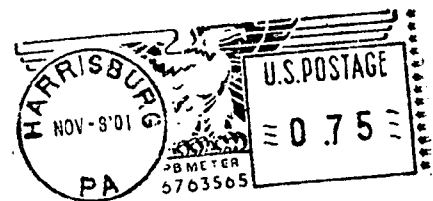
Received from:

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

Postage:

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

Postm



Leader v. Rowles  
Clearfield County sale \_01/04/02

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

Received from:

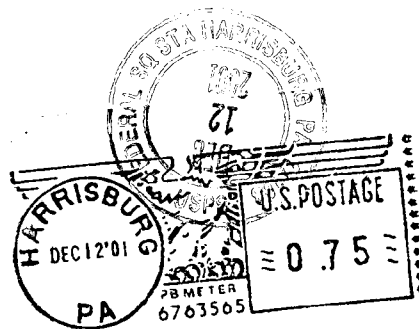
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

Laurel Bank  
Suite 207  
Alstan Mall  
Monroeville, PA 15146

Postmark:



THE LEADER MORTGAGE COMPANY : IN THE COURT OF COMMON PLEAS  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA  
:  
vs. : NO. 01-940-CD  
:  
DEAN K. ROWLES : CIVIL ACTION - LAW -  
Defendant : IN MORTGAGE FORECLOSURE  
S U P P L E M E N T A L

AFFIDAVIT PURSUANT TO P.R.C.P. 3129.1

The Plaintiff in the above action, by its attorneys, Purcell, Krug & Haller, sets forth as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at **Irvin & Railroad Streets, Irvona, PA 16656:**

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

Dean K. Rowles  
P.O. Box 386  
Irvin & Railroad Streets  
Irvona, PA 16656

**FILED**

DEC 14 2001

William A. Shaw  
Prothonotary

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

**SAME**

3. Name and address of every judgment creditor whose judgment appears of record on the real property to be sold:

Laurel Bank  
Suite 207, Alstan Mall  
Monroeville, PA 15146

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

PLAINTIFF HEREIN  
(AND ANY OTHERS AS NOTED BELOW):

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

**UNKNOWN**

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

UNKNOWN

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

TENANTS IF ANY ...

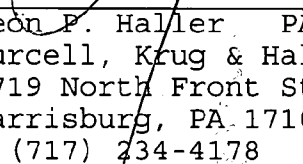
Amy Rowles  
P.O. Box 386  
Irvin & Railroad Streets  
Irvona, PA 16656

DOMESTIC RELATIONS OFFICE  
230 East Market Street  
Clearfield, PA 16830

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

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge, information and belief.

I understand that false statements herein are made subject to the penalties of 18 PA C.S. Section 4904 relating to unsworn falsification to authorities.



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

DATE: December 11, 2001

William A. Shaw  
Prothonotary


**FILED**  
m/a:17  
DEC 14 2001  
cc

THE LEADER MORTGAGE COMPANY : IN THE COURT OF COMMON PLEAS  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA  
vs. : NO. 01-940-CD  
DEAN K. ROWLES : CIVIL ACTION - LAW -  
Defendant : IN MORTGAGE FORECLOSURE

CERTIFICATE OF SERVICE

I hereby certify that on July 27, 2001 I served the Ten Day Notice required by Pa. R.C.P. 237.1 upon the Defendant(s) in this matter by regular first class mail, postage prepaid, as indicated on the attached Notice.

PURCELL, KRUG & HALLER

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

Dated: September 6, 2001

**FILED**

SEP 07 2001

William A. Shaw  
Prothonotary



THE LEADER MORTGAGE COMPANY  
Plaintiff

VS.

DEAN K. ROWLES  
Defendant

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
: NO. 01-940-CD  
:  
: CIVIL ACTION LAW  
: IN MORTGAGE FORECLOSURE  
:  
:

DATE OF THIS NOTICE: **July 27, 2001**

**TO:**

DEAN K. ROWLES  
P.O. BOX 386 A/K/A  
IRVIN & RAILROAD STREETS  
IRVONA, PA 16656

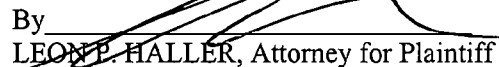
**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO  
COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED  
FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

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

PURCELL, KRUG & HALLER

By   
LEON P. HALLER, Attorney for Plaintiff  
I.D. # 15700  
1719 N. Front St., Harrisburg, PA 17102  
(717) 234-4178

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11121

THE LEADER MORTGAGE COMPANY

01-940-CD

VS.

ROWLES, DEAN K.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JULY 6, 2001 AT 12:10 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DEAK K. ROWLES, DEFENDANT AT RESIDENCE, IRVIN & RAILROAD STS., A/K/A PO BOX 386, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO AMY ROWLES, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: NEVLING/MARSHALL

NOW JULY 6, 2001 AT 12:10 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TENANT/OCCUPANT (PROPERTY OF DEAN K. ROWLES), DEFENDANT AT RESIDENCE, IRVIN & RAILROAD STS., A/K/A PO BOX 3 PO BOX 386, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO AMY ROWLES, DEFENDANT'S WIFE, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: NEVLING/MARSHALL

Return Costs

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

FILED

013:45-201  
JUL 13 2001

William A. Shaw  
Prothonotary

Sworn to Before Me This

13<sup>th</sup> Day Of July 2001

*William A. Shaw*

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

So Answers,

*Chester A. Hawkins*  
*My Mandy Hawkins*

Chester A. Hawkins  
Sheriff

THE LEADER MORTGAGE COMPANY  
Plaintiff

vs.

DEAN K. ROWLES

Defendant

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

01-940-CD

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

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

**CLEARFIELD COUNTY LAWYER REFERRAL SERVICE**

David S. Meholick, Court Administrator Clearfield County Courthouse 230 E. Market Street  
Clearfield, PA 16830  
800-692-7375

AVISO

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

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

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

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

**CLEARFIELD COUNTY LAWYER REFERRAL SERVICE**

David S. Meholick, Court Administrator Clearfield County Courthouse 230 E. Market Street  
Clearfield, PA 16830  
800-692-7375

**FILED**

JUN 15 2001

**William A. Shaw**  
Prothonotary

THE LEADER MORTGAGE COMPANY,  
Plaintiff

vs.

DEAN K. ROWLES,  
Defendant

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
:  
: CIVIL ACTION LAW  
: ACTION OF MORTGAGE FORECLOSURE  
:

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

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

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

THE LEADER MORTGAGE COMPANY,  
Plaintiff

vs.

DEAN K. ROWLES,  
Defendant

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
: CIVIL ACTION - LAW  
:  
: ACTION OF MORTGAGE FORECLOSURE  
:

**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff, THE LEADER MORTGAGE COMPANY, is a Corporation, with an address of 1015 EUCLID AVENUE, CLEVELAND, OHIO 44115.
2. Defendant, DEAN K. ROWLES, is an adult individual, whose last known address is IRVIN & RAILROAD STREET, IRVONA, PENNSYLVANIA 16656.
3. On or about, May 22, 1996, the said Defendant executed and delivered a Mortgage Note in the sum of \$29,600.00 payable to TOWNE & COUNTRY MORTGAGE CORP., which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendant made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Mortgage Book 1760, Page 541 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to THE LEADER MORTGAGE COMPANY and was recorded in the aforesaid County in Book 1760, Page 551 on May 24, 1996. The Said Mortgage and Assignment are incorporated herein by reference.
5. The land subject to the Mortgage is: PO BOX 386, IRVONA, PENNSYLVANIA 16656 A/K/A IRVIN & RAILROAD STREETS, IRVONA, PENNSYLVANIA 16656 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendant is the real owner of the property.

7. The Mortgage is in default due to the fact that Mortgagor has failed to pay the installment due on August 1, 2000 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$28,646.75
Interest at \$7.16 per day From 07/01/2000 To 07/01/2001 ( based on contract rate of 9.000%)	\$2,613.40
Accumulated Late Charges	\$0
Late Charges at \$13.00 Per month for 12 months	\$156.00
Escrow Deficit	\$100.79
Attorney's Fee at 5% of Principal Balance	<u>\$1,432.34</u>
	\$32,949.28

\*\*Together with interest at the per diem rate noted above after July 1, 2001 and other charges and costs to date of Sheriff's Sale.

The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred by Plaintiff.

8. No judgement has been entered upon said Mortgage in any jurisdiction.
9. Notice of Intention to Foreclose has been sent to Defendants by Certified Mail, as required by Act 6 of 1974 of the Commonwealth of Pennsylvania, on the date set forth in the true and correct copies of such notices attached hereto as Exhibit "C".
10. Defendant is not a member of the Armed Forces of the United States of America, nor engaged in any way which would bring him within the Soldiers and Sailors Relief Act of 1940, as amended.
11. The within Mortgage is insured by the Federal Housing Administration under Title II of the National Housing Act and, as such, is not subject to the provisions of Pennsylvania Act No. 91 of 1983.

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 9.000% (\$7.16 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: 

**PURCELL, KRUG & HALLER**

Leon P. Haller, Esquire

Attorney for Plaintiff

I.D. # 15700

1719 N. Front Street

Harrisburg, PA 17102

(717-234-4178)

Multistate

NOTE

Loan #6758:

FHA Case No.

442-1809589-721

MAY 22, 1996

[Date]

P.O. BOX 386, IRVIN & RAILROAD STREETS, IRVONA, PA 16656  
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means  
TOWNE & COUNTRY MORTGAGE CORP.  
and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of SIX HUNDRED AND NO/100 DOLLARS TWENTY NINE THOUSAND Dollars (U.S. \$ 29,600.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of NINE percent ( 9.000 %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on JULY 1, 1996. Any principal and interest remaining on the first day of JUNE 2026, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at 150 ROBBINS STATION ROAD, SUITE 8, NORTH HUNTINGDON, PA 15642 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 238.17. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☐ Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

FHA Multistate Fixed Rate Note - 10/95

1001-1R (9601)

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 2

Initials: DR



EXHIBIT "A"



## 6. BORROWER'S FAILURE TO PAY

### (A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of Four percent ( 4.00 %) of the overdue amount of each payment.

### (B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

### (C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

## 7. WAIVERS

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

## 8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

## 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

_____ (Seal) -Borrower	<u>Dean K. Rowles</u> DEAN K. ROWLES _____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

ADDENDUM ATTACHED TO AND MADE A PART OF THAT CERTAIN MORTGAGE FROM DEAN K. ROWLES ,  
MARRIED TO TOWNE & COUNTRY MORTGAGE CORP. DATED MAY 22, 1996 AND COVERING PROPERTY  
KNOWN AS P.O. BOX 386, IRVIN & RAILROAD STREETS, IRVONA, PA 16656.

\*\*\*\*\*

ALL that certain piece, parcel or lot of ground, together with improvements thereon,  
situate in the Borough of Irvona, County of Clearfield, and the Commonwealth of  
Pennsylvania, bounded and described as follows:

BEGINNING at a point on corner of Irvin and Railroad Streets; thence in a  
Southeasterly direction along line of said Railroad Street, 150 feet to post on alley;  
thence in Northeasterly direction along line of said alley, 25 feet to a post or  
center of Lot No. 334; thence in a Northwesterly direction through center of Lot No.  
334 to post on Irvin Street; thence along line of said Irvin Street; 25 feet to a post  
or place of beginning, and being one half of Lot No. 334 in the plan of the Borough of  
Irvona.

BEING identified by Clearfield County Assessment Map Number 11-H16-353-74.

BEING the same property which John F. Patterson, unmarried, by deed dated May 16, 1996  
and to be recorded herewith, granted and conveyed to Dean K. Rowles, married, the  
Mortgagor herein.

EXHIBIT "B"

A C T 9 1 N O T I C E

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 MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717)780-1869).

This notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE 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.

EXHIBIT "C"

Date: February 15, 2001

To: DEAN K. ROWLES  
P.O. BOX 386  
IRVONA, PA 16656

DEAN K. ROWLES  
IRVIN & RAILROAD STREETS  
IRVONA, PA 16656

Re: Loan No. 675815  
Property: IRVIN & RAILROAD STREETS, IRVONA, PA 16656

CURRENT LENDER/SERVICER: LEADER MORTGAGE COMPANY  
1015 EUCLID AVENUE  
CLEVELAND, OH 44115

**HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE  
WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND  
HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

**IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY  
MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE  
FOR EMERGENCY MORTGAGE ASSISTANCE:**

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND  
YOUR CONTROL
- IF YOU HAVE A REASONABLE PROSPECT OF RESUMING YOUR  
MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY  
THE PENNSYLVANIA HOUSING FINANCE AGENCY.

**TEMPORARY STAY OF FORECLOSURE** - Under the Act, you are entitled to  
a temporary stay of foreclosure on your mortgage for thirty (30)  
days from the date of this Notice. During that time you must  
arrange and attend a "face-to-face" meeting with a representative  
of the creditor or with a designated consumer credit counseling  
agency. The purpose of this meeting is to attempt to work out a  
repayment plan or to otherwise settle your delinquency. **THIS  
MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS.**

**IF YOU DO NOT APPLY FOR EMERGENCY 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 AGENCY - If you meet with your creditor or with a consumer credit counseling agency identified in this notice, the creditor may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

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

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

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

## HOW YOUR MORTGAGE IS IN DEFAULT

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above creditor on your property located at: IRVIN & RAILROAD STREETS IRVONA, PA 16656 IS SERIOUSLY IN DEFAULT because:

**A. YOU HAVE NOT MADE THE MONTHLY MORTGAGE PAYMENTS.** The following amounts are now past due:

Delinquent payments (7/1/00 - 2/1/01 @ \$325.00)	\$2,275.00
Payment due during cure period	325.00
Total amount due	\$2,600.00

**B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (EXPLAIN):**

NOT APPLICABLE

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE** to the lender plus any additional monthly payments and late charges which may fall due after the date of this notice and the date you make your payment. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

LEADER MORTGAGE COMPANY  
1015 EUCLID AVENUE  
CLEVELAND, OH 44115

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

NOT APPLICABLE

**IF YOU DO NOT CURE THE DEFAULT** - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the creditor 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, the lender also intends to instruct its attorneys to start a lawsuit 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 the creditor begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

**OTHER LENDER REMEDIES** - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale and by performing any other requirements under the mortgage.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately SIX 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. If money is due, such payment must be in cash, cashier's check, certified check or money order, made payable to the lender at the address set forth above.

#### **HOW TO CONTACT THE LENDER**

LEADER MORTGAGE COMPANY  
1015 EUCLID AVENUE  
CLEVELAND, OH 44115  
216-937-6086

**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.

**OTHER RIGHTS THAT YOU HAVE** - You have additional rights to help protect your interest in the property:

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

(SEE ATTACHED)



CLEARFIELD COUNTY

Keystone Economic Development Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX# (814) 539-1688

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

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX# (724) 465-5118

CCCS of Northeastern PA  
1631 South Atherton Street  
Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX# (814) 238-3669

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

VERIFICATION

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

Date: June 14, 2001

A handwritten signature in black ink, appearing to be 'LPH', written over a horizontal line.

Leon P. Haller, Esquire

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA CIVIL ACTION LAW ACTION OF MORTGAGE FORECLOSURE NO.	
THE LEADER MORTGAGE COMPANY, PLAINTIFF	VS.
DEAN K. ROWLES, DEFENDANT	
COMPLAINT IN MORTGAGE FORECLOSURE	
<div>FILED JUN 15 2011 0111-2781 pd. 80.00 2 cc-sh-f Atty. Heller</div> <div>William A. Shaw Prothonotary</div> <div>LAW OFFICES Pencell, Kray &amp; Hallen 1719 N. FRONT STREET HARRISBURG, PA. 17102-2392</div>	