

01-1147-CD
STATE STREET BANK AND TRUST etal -vs- STEVEN D. BELL etal

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

STATE STREET BANK AND TRUST AS) CIVIL DIVISION
CUSTODIAN FOR SERIES 1999-4 GRP III, by)
WASHINGTON MUTUAL HOME LOANS,) NO.: 2001-1147-00
INC, Agent,)

Plaintiff,

vs.

STEVEN D. BELL and
JERI H. BELL,

Defendants.

TO: DEFENDANTS

YOU ARE HEREBY NOTIFIED TO PLEAD TO THE ENCLOSED
COMPLAINT WITHIN TWENTY (20) DAYS FROM SERVICE
HEREOF OR A DEFAULT JUDGMENT MAY BE ENTERED AGAINST
YOU.

BY:


ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THE ADDRESS OF THE PLAINTIFF IS:
539 South 4th Street
Louisville, KY 40202-2531

AND THE DEFENDANTS IS:
RR 2, Box 41F
Morrisdale, PA 16858

BY:


ATTORNEY FOR PLAINTIFF

CERTIFICATE OF LOCATION

I HEREBY CERTIFY THAT THE LOCATION OF THE REAL
ESTATE AFFECTED BY THIS LIEN IS:

Township of Morris
(CITY, BORO OR TOWNSHIP) (WARD)

BY:


ATTORNEY FOR PLAINTIFF

) TYPE OF PLEADING:

) CIVIL ACTION - COMPLAINT IN
) MORTGAGE FORECLOSURE

) FILED ON BEHALF OF PLAINTIFF:

) STATE STREET BANK AND TRUST AS
) CUSTODIAN FOR SERIES 1999-4 GRP III,
) by WASHINGTON MUTUAL HOME
) LOANS, INC, Agent

) COUNSEL OF RECORD FOR THIS PARTY:

) Brian B. Dutton, Esquire
) Pa. I.D. #81953

) GRENN & BIRSIC, P.C.
) One Gateway Center
) Nine West
) Pittsburgh, PA 15222
) (412) 281-7650

FILED

JUL 17 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

STATE STREET BANK AND TRUST AS) CIVIL DIVISION
CUSTODIAN FOR SERIES 1999-4 GRP III, by)	
WASHINGTON MUTUAL HOME LOANS,) NO.:
INC, Agent,)
)
Plaintiff,)
vs.)
)
STEVEN D. BELL and)
JERI H. BELL,)
)
Defendants.	

NOTICE TO DEFEND

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

LAWYER REFERRAL SERVICE
David S. Meholick, Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

STATE STREET BANK AND TRUST AS)	CIVIL DIVISION
CUSTODIAN FOR SERIES 1999-4 GRP III, by))	
WASHINGTON MUTUAL HOME LOANS,)	NO.:
INC, Agent,)	
)	
Plaintiff,)	
vs.)	
)	
)	
STEVEN D. BELL and)	
JERI H. BELL,)	
)	
Defendants.)	

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

State Street Bank and Trust as Custodian for Series 1999-4 GRP III by Washington Mutual Home Loans, Inc., Agent, by its attorneys, Grenen & Birsic, P.C., files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is, State Street Bank and Trust as Custodian for Series 1999-4 GRP III by Washington Mutual Home Loans, Inc., Agent which has its principal place of business at 539 South 4th Avenue, Louisville, KY 40202-2531, and is authorized to do business in the Commonwealth of Pennsylvania.

2. The Defendants, Steven D. Bell and Jeri H. Bell, are individuals residing within the Commonwealth of Pennsylvania, whose last known address is R.R. 2, Box 41F, Morrisdale, PA 16858.

3. On or about January 20, 1999, Defendants executed and delivered a Note in favor of Numax Mortgage Corporation in the original principal amount of \$99,000.00. A true

and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.

4. On or about January 20, 1999, as security for payment of the aforesaid Note, Defendants executed and delivered in favor of Numax Mortgage Corporation, a Mortgage in the original principal amount of \$99,000.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on January 28, 1999, in Document #199901376. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "B", attached hereto and made a part hereof.

5. Numax Mortgage Corporation assigned all right, title and interest in and to the aforesaid Mortgage and Note to IMPAC Funding Corporation pursuant to the terms of a certain Assignment of Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on March 15, 1999, in Document #199903854.

6. IMPAC Funding Corporation assigned all right, title and interest in and to the aforesaid Mortgage and Note to Plaintiff pursuant to the terms of a certain Assignment of Mortgage.

7. Defendants are the record and real owners of the aforesaid mortgaged premises.

8. Defendants are in default under the terms of the aforesaid Mortgage and Note, for inter alia, failure to pay the monthly installments of principal and interest when due. Defendants are due for the May, 2000 payment.

9. On or about October 30, 2000, Defendants were mailed combined Act 91 and Act 6 Notices, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and Act 6 of 1974, 41 P.S. §101, et seq.

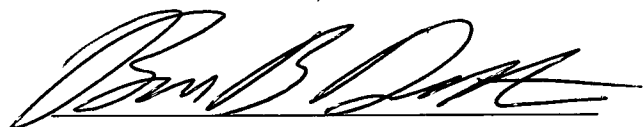
10. The amount due and owing Plaintiff by Defendants is as follows:

Principal	\$98,318.00
Interest to 06/10/01	\$11,419.99
Late Charges to 06/10/01	\$0.00
Escrow Deficiency to 06/10/01	\$0.00
Attorneys' Fees	\$800.00
Title Search, Foreclosure and Execution Costs	\$1,500.00
TOTAL	\$112,037.99

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$112,037.99 with interest thereon at the rate of \$26.26 per diem from June 10, 2001, and additional late charges, additional reasonable and actually incurred attorneys' fees, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

GRENN & BIRSIC, P.C.

BY:



Brian B. Dutton, Esquire
Pa. I.D. #81953
Attorneys for Plaintiff
One Gateway Center
Nine West
Pittsburgh, PA 15222
(412) 281-7650

**THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.**

EXHIBIT "A"

NOTE

: 984227

January 20, 1999
(Date)

(City)

(State)

RR 2, BOX 41F, Morrisdale, PA 16858

(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 99,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is
NUMAX MORTGAGE CORPORATION, a Maryland corporation

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 9.75%.

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

3. PAYMENTS**(A) Time and Place of Payments**

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

I will make my monthly payments on the 1st day of each month beginning on March 1, 1999.

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

I will make my monthly payments at NUMAX MORTGAGE CORPORATION

2010 STRONG ROAD 4TH FLOOR, GERMANTOWN, PA 20674

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

(B) Amount of Monthly Payments

My monthly payments will be in the amount of U.S. \$ 850.57

4. BORROWER'S RIGHT TO PREPAY

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

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

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver by Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

: 984227

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

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

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

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

Steven D. Bell (Seal)
STEVEN D. BELL

Borrower

Jeri H. Bell (Seal)
JERI H. BELL

Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

[Sign Original Only]

PAY TO THE ORDER OF

UNION TRUST
FIDELITY CORPORATION

HEATHER FAGAN, AUTHORIZED SIGNATORY

Form 3200 12/83
Page 2 of 2

ADDENDUM TO NOTE

This addendum is made Jan. 20, 1999 and is incorporated into and deemed to amend and supplement the Note of the same date.

Covering the property described in the security instrument and located at:

RR 2, Box 41F
Morrisdale, PA 16858

Amended Provisions.

In addition to the provisions and agreements made in the Note, I/we further covenant and agree as follows:

Borrower's Right to Prepay:

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

Subject to the prepayment penalty specified below, I may make a full prepayment or partial prepayments of my obligation. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

If I make prepayments of this loan during the first Five years of the Note term, beginning on the date this Note is executed, I will pay a prepayment penalty in the amount of six months' advance interest on the amount by which the aggregate prepayments made within any consecutive twelve month period exceed twenty percent (20%) of the original principal amount. No prepayment penalty will be assessed for any prepayment made after the first Five years of the Note term. The Note Holder will waive this penalty if I furnish the Note Holder with documentation, in the manner and at the time reasonably specified by the Note Holder, identifying the prepayment as being in connection with the sale of the Property.

The Note Holder's failure to collect a prepayment penalty at the time a prepayment is received shall not be deemed a waiver of such penalty and any such penalty calculated in accordance with this section shall be payable on demand.

All other terms and conditions of the above referenced Note remain in full force and effect.

In Witness Whereof, Trustor has executed this addendum.

Witness

EXHIBIT "B"

WHEN RECORDED MAIL TO
NUMAX MORTGAGE CORPORATION
20010 CENTURY BLVD. 4TH FLOOR
GERMANTOWN, MD 20874

Parcel Number:

984227

11-188144 31217065

[Space Above This Line For Recording Data]

MORTGAGE

#0094425400

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania
INSTRUMENT NUMBER
199901376
RECORDED ON
Jan 28, 1999
11:28:02 AM
RECORDING FEES - \$25.00
COUNTY IMPROVEMENT \$1.00
STATE WRIT TAX \$0.50
TOTAL \$27.50

THIS MORTGAGE ("Security Instrument") is given on
~~STEVEN D. BELL~~ and ~~MERT H. BELL~~ husband and wife

January 20, 1999

The mortgagor is

("Borrower").

This Security Instrument is given to NUMAX MORTGAGE CORPORATION, a Maryland corporation

which is organized and existing under the laws of

20010 CENTURY BLVD. 4TH FLOOR, GERMANTOWN, MD 20874

, and whose address is

("Lender").

Borrower owes Lender the principal sum of Ninety Nine Thousand and NO/100ths

Dollars (U.S. \$99,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on February 1, 2029. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield County, Pennsylvania:

ALL THAT CERTAIN PARCEL OF LAND AND IMPROVEMENTS THEREON SITUATE IN MORRIS TOWNSHIP, CLEARFIELD, COUNTY, PENNSYLVANIA AND DESIGNATED AS PARCEL NO. 124-Q9-246 AND MORE FULLY DESCRIBED IN A DEED DATED 11/01/1995 AND RECORDED IN CLEARFIELD COUNTY DEED/RECORD BOOK VOLUME 1716, PAGE 277.

which has the address of RR 2, BOX 41F, Morrisdale, PA 16858

["Property Address"]

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac Uniform Instrument

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. §2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods

that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.

Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Right in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by

SDB

Form 3039 9/90

Page 4 of 6

JHB

this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Adjustable Rate Rider
☐ Graduated Payment Rider
☐ Balloon Rider
☐ V.A. Rider

☐ Condominium Rider
☐ Planned Unit Development Rider
☐ Rate Improvement Rider
☐ Other(s) [specify]

☐ 1-4 Family Rider
☐ Biweekly Payment Rider
☐ Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Steven D. Bell (Seal) Jeri H. Bell (Seal)
STEVEN D. BELL -Borrower JERI H. BELL -Borrower

____ (Seal) ____ (Seal)
____ -Borrower ____ -Borrower

____ (Seal) ____ (Seal)
____ -Borrower ____ -Borrower

____ (Seal) ____ (Seal)
____ -Borrower ____ -Borrower

Certificate of Residence

I, PP RAMETTA, do hereby certify that the correct address of the within-named Mortgagee is 20010 CENTURY BLVD 4th Floor GERMANTOWN, MD 20874

Witness my hand this 20th day of January 1999
PP Rametta

Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

CLEARFIELD

County ss:

On this, the 20th day of January, 1999, before me, the undersigned officer, personally appeared STEVEN D. BELL and JERI H. BELL

known to me (or satisfactorily proven) to be the person S whose names ARE subscribed to the within instrument and acknowledged that THEY executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


My Commission Expires:

Notarial Seal
Paul D. Rametta, Notary Public
Spring Twp., Centre County
My Commission Expires March 19, 2001
Member Pennsylvania Association of Notaries

Paul D. Rametta
Title of Officer

VERIFICATION

The undersigned, and duly authorized representative of Plaintiff, deposes and says subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint are true and correct to his information and belief.

A handwritten signature in black ink, appearing to read 'Adam Styers', is written over a horizontal line.

ADAM STYERS
ASST. VICE PRESIDENT

2281718 MACA
17-1012-199-1017 T237

FILED

JUL 17 2001
11:15 AM
William A. Shaw
Prothonotary

Em
PA
80--

2 CENT TO SHFL

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11264

STATE STREET BANK & TRUST

01-1147-CD

VS.

BELL, STEVEN D. & JERI H.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JULY 26, 2001 AT 10:13 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JERI H. BELL, DEFENDANT AT RESIDENCE, RR # 2, BOX 41F, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JERI BELL A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLING

NOW JULY 26, 2001 AT 10:13 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON STEVEN D. BELL, DEFENDANT AT RESIDENCE, RR# 2, BOX 41F, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JERI BELL, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLING

Return Costs

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

FILED

072:28:01
JUL 31 2001

William A. Shaw
Prothonotary

Sworn to Before Me This

31st 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
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

STATE STREET BANK AND TRUST AS
CUSTODIAN FOR SERIES 1994-4 GRP III, by
WASHINGTON MUTUAL HOME LOANS,
INC., Agent

Plaintiff,

vs.

STEVEN D. BELL and
JERI H. BELL,

Defendants.

I hereby certify that the address of the Plaintiff is:

9451 Corbin Avenue
Northridge, CA 91324

the last known address of Defendants is:

R.R 2, Box 41F
Morrisdale, PA 16858

FILED

OCT 05 2001

Notary
Promonotary

) CIVIL DIVISION
)
) NO.: 2001-1147-CD
)
)
) ISSUE NO.:
)
) TYPE OF PLEADING:
)
) **PRAECIPE FOR DEFAULT**
) **JUDGMENT (Mortgage Foreclosure)**
)
) CODE-
)
) FILED ON BEHALF OF PLAINTIFF:
) State Street Bank and Trust as Custodian for
) Series 1994-4 GRP III, by Washington
) Mutual Home Loans, Inc., Agent
)
)
) COUNSEL OF RECORD FOR THIS
) PARTY:
)
) Brian B. Dutton, Esquire
) Pa. I.D. #81953
)
) GRENN & BIRSIC, P.C.
)
) One Gateway Center, Nine West
) Pittsburgh, PA 15222
)
) (412) 281-7650

GRENN & BIRSIC, P.C.


Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

STATE STREET BANK AND TRUST AS
CUSTODIAN FOR SERIES 1994-4 GRP III, by
WASHINGTON MUTUAL HOME LOANS,
INC., Agent

CIVIL DIVISION
NO.: 2001-1147-CD

Plaintiff,

vs.

STEVEN D. BELL and
JERI H. BELL,

Defendants.

PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY

SIR/MADAM:


Please enter a default judgment in the above-captioned case in favor of Plaintiff and against Defendants, Steven D. Bell and Jeri H. Bell, in the amount of \$115,084.11, which is itemized as follows:

Principal	\$	98,318.00
Interest through 9/18/01	\$	14,045.99
Late Charges through 9/18/01	\$	170.12
Escrow Deficiency through 9/18/01	\$	250.00
Attorney Fees	\$	800.00
Title Search, Foreclosure and Execution Costs	\$	<u>1,500.00</u>
TOTAL	\$	115,084.11

with interest on the Principal sum at the rate of \$26.26 per diem, and additional late charges from September 18, 2001, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

GRENNEN & BIRSIC, P.C.

BY:


Brian B. Dutton, Esquire
Pa. I.D. #81953

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

STATE STREET BANK AND TRUST AS
CUSTODIAN FOR SERIES 1994-4 GRP III, by
WASHINGTON MUTUAL HOME LOANS,
INC., Agent

CIVIL DIVISION
NO.: 2001-1147-CD

Plaintiff,

vs.

STEVEN D. BELL and
JERI H. BELL,

Defendants.

AFFIDAVIT OF NON-MILITARY SERVICE
AND CERTIFICATE OF MAILING OF NOTICE OF
INTENT TO TAKE DEFAULT JUDGMENT

COMMONWEALTH OF PENNSYLVANIA)

)

) SS:

COUNTY OF ALLEGHENY)

Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Brian B. Dutton, attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that the Defendants are not in the military service of the United States of America to the best of his knowledge, information and belief and certifies that the Notices of Intent to take Default Judgment were mailed in accordance with Pa. R.C.P. 237.1, as evidenced by the attached copies.



Sworn to and subscribed before me

this 28th day of September, 2001.



Notary Public

Notarial Seal
Patricia A. Townsend, Notary Public
Pittsburgh, Allegheny County
My Commission Expires June 2, 2003
Member, Pennsylvania Association of Notaries

FIRST CLASS MAIL, POSTAGE PREPAID

FIRST CLASS MAIL, POSTAGE PREPAID

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

STATE STREET BANK AND TRUST AS
CUSTODIAN FOR SERIES 1994-4 GRP III, by
WASHINGTON MUTUAL HOME LOANS,
INC., Agent

CIVIL DIVISION
NO.: 2001-1147-CD

Plaintiff,

vs.

STEVEN D. BELL and
JERI H. BELL,

Defendants.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Steven D. Bell
R.R 2, Box 41F
Morrisdale, PA 16858

☐ Plaintiff
☒ Defendant
☐ Additional Defendant

You are hereby notified that an Order, Decree or
Judgment was entered in the above captioned proceeding
on October 5, 2001

☐ A copy of the Order or Decree is enclosed,
or
☒ The judgment is as follows: \$115,084.11

with interest on the Principal sum at the rate of \$26.26 per diem, and additional late charges from September 18, 2001, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

STATE STREET BANK AND TRUST AS
CUSTODIAN FOR SERIES 1994-4 GRP III, by
WASHINGTON MUTUAL HOME LOANS,
INC., Agent

CIVIL DIVISION
NO.: 2001-1147-CD

Plaintiff,

vs.

STEVEN D. BELL and
JERI H. BELL,

Defendants.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Jeri H. Bell
R.R 2, Box 41F
Morrisdale, PA 16858

() Plaintiff
(XXX) Defendant
() Additional Defendant

You are hereby notified that an Order, Decree or

Judgment was entered in the above captioned proceeding

on October 5, 2001.

() A copy of the Order or Decree is enclosed,
or
(XXX) The judgment is as follows: \$115,084.11

with interest on the Principal sum at the rate of \$26.26 per diem, and additional late charges from September 18, 2001, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

Deputy

FILED

OCT 05 2001

William A. Shaw
Prothonotary

11/581 atty Outten

PD \$30.00



not to Day.

Statement to atty.

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

COPY

State Street Bank and Trust
Washington Mutual Home Loans, Inc.
Plaintiff(s)

No.: 2001-01147-CD

Real Debt: \$115,084.11

Atty's Comm:

Vs.

Costs: \$

Int. From:

Steven D. Bell and
Jeri H. Bell
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 5, 2001

Expires: October 5, 2006

Certified from the record this 5th of October, 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

CIVIL DIVISION

STATE STREET BANK AND TRUST AS
CUSTODIAN FOR SERIES 1999-4 GRPIII,
by WASHINGTON MUTUAL HOME
LOANS, INC., Agent,

No.: 2001-1147-CD

Plaintiff,

ISSUE NO.:

vs.

STEVEN D. BELL and
JERI H. BELL,

TYPE OF PLEADING:

Defendants.

Praecipe for Writ of Execution
(Mortgage Foreclosure)

FILED ON BEHALF OF PLAINTIFF:

State Street Bank and Trust as Custodian for
Series 1994-4 GRP III, by Washington
Mutual Home Loans, Inc., Agent

COUNSEL OF RECORD FOR THIS PARTY:

Brian B. Dutton, Esquire
Pa.I.D. #81953

GRENN & BIRSIC, P.C.

One Gateway Center, Nine West
Pittsburgh, PA 15222

(412) 281-7650

FILED

JAN 15 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

STATE STREET BANK AND TRUST AS
CUSTODIAN FOR SERIES 1999-4 GRPIII,
by WASHINGTON MUTUAL HOME LOANS, INC., Agent,
No.: 2001-1147-CD

Plaintiff,

vs.

STEVEN D. BELL and
JERI H. BELL,

Defendants.

PRAECIPE FOR WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

TO: Prothonotary

SIR/MADAM:

Please issue a Writ of Execution, directed to the Sheriff of Clearfield County, against the Defendants, Steven D. Bell and Jeri H. Bell, as follows:

Principal	\$ 98,318.00
Interest	\$ 18,694.01
Late Charges	\$ 382.77
Escrow Deficiency	\$ 250.00
Attorneys' fees	\$ 800.00
Title Search, Foreclosure and Execution Costs	\$ <u>1,500.00</u>
TOTAL	\$ 119,944.78

GRENNEN & BIRSIC, P.C.

By: 
Attorneys for Plaintiff

FILED

JAN 15 2002

m111171a1h
William A. Shaw
Prothonotary

Dutton pd \$20.00
Leverts Shing

~~CE~~

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

COPY

State Street Bank and Trust, as Custodian for Series
1999-4 GRPIII, by Washington Mutual Home Loans, Inc.,

Vs.

NO.: 2001-01147-CD

Steven D. Bell and
Jeri H. Bell ,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due STATE STREET BANK AND TRUST, WASHINGTON MUTUAL HOME LOANS, INC., , Plaintiff(s) from STEVEN D. BELL, JERI H. BELL , 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: \$98,318.00

INTEREST: \$18,694.01
PROTH. COSTS: \$172.45

ATTY'S COMM: \$800.00
DATE: 01/15/2002

PAID: \$

LATE CHARGES: \$382.77

ESCROW DEFICIENCY: \$250.00

SHERIFF: \$

OTHER COSTS: \$1,500.00 - Title Search, Foreclosure &
Execution Costs

William A. Shaw
Prothonotary/Clerk Civil Division

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

Sheriff

Requesting Party: Brian Dutton, Esquire
GRENAN & BIRSIC, P.C.
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

STATE STREET BANK AND TRUST AS
CUSTODIAN FOR SERIES 1999-4 GRPIII,
by WASHINGTON MUTUAL HOME No.: 2001-1147-CD
LOANS, INC., Agent,

Plaintiff,

vs.

STEVEN D. BELL and
JERI H. BELL,

Defendants.

LONG FORM DESCRIPTION

ALL that certain tract of parcel of land situate in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the East side of State Route Number 1009 and on the North side of fifty (50) foot right of way easement; thence along State Route Number 1009 North Twenty-one degrees, twenty-six minutes, twenty-five seconds West (N 21' 26' 25" W, Three hundred eighty-one and fifty-five hundredths (381.55) feet to an iron jack post, the same also being the southwestern corner of lands now or formerly of Raymond Lauder; thence along lands now or formerly of Raymond Lauder South eighty-two degrees, six minutes, forty-five seconds East (S 82' 06' 45" E) Two hundred eighty-six and thirteen hundredths (286.13) feet to an iron pin, said iron pin also being the Northwest corner of Lot Number 9; thence along Lot Number 9 South twenty-one degrees, twenty-six minutes, twenty-five seconds East (S 21' 26' 25" E), Two hundred forty-one and four tenths (241.4) feet, to an iron pin on the North side of the aforementioned fifty (50) foot right of way; thence along said fifty (50) foot right of way South sixty-eight degrees, thirty-three minutes, thirty-five seconds West (S 68' 33' 35" W), Two hundred forty-nine and five-tenths (249.5) feet to an iron pin and place of beginning; containing 1.7841 acres. Being designated As Lot Number 8 as shown on the Subdivision Map of Charles A. and Dolores Hubler as prepared by Nicholas Shirokey, P.L.S. dated June 12, 1990 and intended to be recorded concurrently herewith.

ALSO granting and conveying unto the Grantees herein, their heirs, personal representatives, successors and assigns, a perpetual non-exclusive right of way for purposes of access, ingress, egress and regress in common with others,, with said right of way being fifty (50) feet in width and which runs in a generally northeasterly direction off State Route 1009 for approximately 200 feet and then turning in a southeasterly direction for a total additional distance of approximately 978 feet to an earthen/gravel roadway, which then runs in a generally southwesterly direction until the same intersects with State Route 1009. Said earthen/gravel cartway over which Grantees, their heirs, personal representatives, successors and assigns, are also being granted a right of way has width of approximately eighteen (18) feet.

BEING the same premises which Charles A. Hubler and Dolores Hubler, by Deed dated November 1, 1995 and recorded in the Office of the Recorder of Deeds of Clearfield County on November 6, 1995, in Deed Book Volume 1716, Page 277, granted and conveyed unto Steven D. Bell and Jeri H. Bell.

GRENN & BIRSIC, P.C.

By: 

Brian B. Dutton, Esquire
Attorneys for Plaintiff
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

Parcel No. #H-2.07A
Map # 124-Q9-246

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

STATE STREET BANK AND TRUST
AS CUSTODIAN FOR SERIES 1999-4
GRP 111, BY WASHINGTON MUTUAL
HOME LOANS, INC., AGENT,

CIVIL DIVISION

Plaintiff,

No.: 2001-1147-CD

ISSUE NUMBER:

vs.

STEVEN D. BELL AND
JERI H. BELL,

TYPE OF PLEADING:

Defendants.

Pa. R.C.P. RULE 3129.2(c)(2)
LIENHOLDER AFFIDAVIT
OF SERVICE

CODE -

FILED ON BEHALF
OF PLAINTIFF: State Street
Bank and Trust, et al.

COUNSEL OF RECORD
FOR THIS PARTY:

Kristine M. Faust, Esquire
Pa. I.D. # 77991

SHERIFF'S SALE DATE:
May 03, 2002

GRENN & BIRSIC, P.C.
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

FILED

MAY 01 2002

m/l/18/noc
William A. Shaw
Prothonotary

[Handwritten signature]

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

STATE STREET BANK AND TRUST
AS CUSTODIAN FOR SERIES 1999-4
GRP 111, BY WASHINGTON MUTUAL
HOME LOANS, INC., AGENT,

CIVIL DIVISION

Plaintiff,

No.: 2001-1147-CD

vs.

STEVEN D. BELL AND
JERI H. BELL,

Defendants.

Pa. R.C.P. RULE 3129.2(c)(2)
LIENHOLDER AFFIDAVIT OF SERVICE

I, Kristine M. Faust, Attorney for Plaintiff, State Street Bank and Trust as Custodian for Series 1999-4 GRP 111, by Washington Mutual Home Loans, Inc., Agent, being duly sworn according to law, deposes and makes the following Affidavit regarding service of the notice of the sale of real property on all persons named in Paragraphs 3 through 7 of Plaintiff's Affidavit Pursuant to Rule 3129.1 as follows:

1. By letters dated March 8, 2002, undersigned counsel served all persons (other than the Plaintiff) named in Paragraphs 3 through 7 of Plaintiff's Affidavit Pursuant to Rule 3129.1 and Supplemental Affidavit Pursuant to Rule 3129.1 with a notice of the sale of real property by ordinary mail at the respective addresses set forth in the Affidavit Pursuant to Rule 3129.1. True and correct copies of said Affidavit Pursuant to Rule 3129.1, Supplemental Affidavit Pursuant to Rule 3129.1, and Certificates of Mailing and any letters, if returned as of this date, are marked Exhibit "A", attached hereto, and made a part hereof.

I verify that the facts contained in this Affidavit are true and correct based upon my personal knowledge, information and belief.

GRENN & BIRSIC, P.C.

4/23/02 BY:

Kristine M. Faust

Kristine M. Faust, Esquire
Attorneys for Plaintiff
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

Sworn to and subscribed before

me this 23rd day of April, 2002.

Joanne M. Wehner
Notary Public

Notarial Seal
Joanne M. Wehner, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 19, 2005
Member, Pennsylvania Association of Notaries

EXHIBIT "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

STATE STREET BANK AND TRUST AS
CUSTODIAN FOR SERIES 1999-4 GRPIII,
by WASHINGTON MUTUAL HOME No.: 2001-1147-CD
LOANS, INC., Agent,

Plaintiff,

vs.

STEVEN D. BELL and
JERI H. BELL,

Defendants.

AFFIDAVIT PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF ALLEGHENY

State Street Bank and Trust as Custodian for Series 1999-4 GRP III by Washington Mutual Home Loans, Inc., Agent, Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information was of record concerning the real property of Steven D. Bell and Jeri H. Bell located at R.R. 2 Box 41 F, Morrisdale, PA 16858 and is more fully described as follows:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF STEVEN D. BELL AND JERI H. BELL OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE TWP. OF MORRIS, CLEARFIELD COUNTY, PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING BEING KNOWN AND NUMBERED AS R.R. 2, BOX 41F, MORRISDALE, PA 16858. DBV 1716, PAGE 277, AND PARCEL #H-2.07A. MAP #124-Q9-246.

1. The name and address of the owners or reputed owners:

Steven D. Bell
Jeri H. Bell

R.R. Box 41F
Morrisdale, PA 16858

2. The name and address of the defendants in the judgment:

Steven D. Bell
Jeri H. Bell

R.R. Box 41F
Morrisdale, PA 16858

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

State Street Bank and Trust as
Custodian for Series 1999-4 GRP III, by
Washington Mutual Home Loans, Agent

[PLAINTIFF]

4. The name and address of the last record holder of every mortgage of record:

State Street Bank and Trust as
Custodian for Series 1999-4 GRP III, by
Washington Mutual Home Loans, Agent

[PLAINTIFF]

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

Domestic Relations Office

230 E. Market Street, 3rd Floor
Clearfield, PA 16830

PA Dept. Of Revenue
Bureau of Individual Taxes

Inheritance Tax Division
Dept. 280601
Harrisburg, PA 17128-0601

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


Tax Claim Bureau

Courthouse
230 E. Market Street
Clearfield, PA 16830

7. The name and address of every other person whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale: NONE

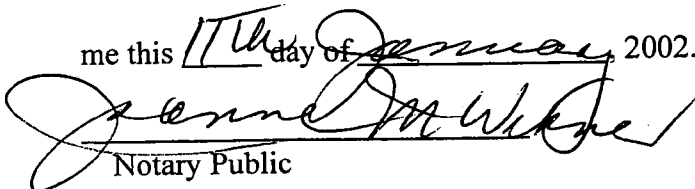
I verify that the statements made in the Affidavit are true and correct to the best of my personal knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

GRENN & BIRSIC, P.C.

By: 
Brian B. Dutton, Esquire
Attorney for Plaintiff

SWORN to and subscribed before

me this 17th day of January, 2002.


Notary Public

Notarial Seal
Joanne M. Wehner, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 19, 2005
Member, Pennsylvania Association of Notaries

STATE STREET BANK AND TRUST CIVIL DIVISION
AS CUSTODIAN FOR SERIES 1999-4
GRP 111, BY WASHINGTON MUTUAL
HOME LOANS, INC., AGENT,

Plaintiff,

No. : 2001-1147-CD

vs.

STEVEN D. BELL AND
JERI H. BELL,

Defendants.

SUPPLEMENTAL AFFIDAVIT PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

State Street Bank and Trust as Custodian for Series 1999-4 GRP 111, by Washington Mutual Home Loans, Inc., Agent, Plaintiff in the above-captioned action files the instant Supplemental Affidavit Pursuant to Rule 3129.1. The information identified below is in addition to the information previously identified in the Affidavit Pursuant to Rule 3129.1.

As of the date that the Praeceptum for Writ of Execution was filed, the information set forth below was of record concerning the real property of Steven D. Bell and Jeri H. Bell, located at RR 2, Box 41F, Morrisdale, PA 16858, and is more fully described as follows:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF STEVEN D. BELL AND JERI H. BELL OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:


ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE TWP. OF MORRIS, CLEARFIELD COUNTY, PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING BEING KNOWN AND NUMBERED AS R.R. 2, BOX 41F, MORRISDALE, PA 16858. DBV 1716, PAGE 277, AND PARCEL #H-2.07A. MAP #124-Q9-246.

1. The name and last known address of every judgment creditor whose judgment is a record lien on the property to be sold:

Commonwealth of PA
Department of Welfare
P. O. Box 2675
Harrisburg, PA 17105

I verify that the statements made in the Supplemental 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.A. §4904 relating to unsworn falsification to authorities.

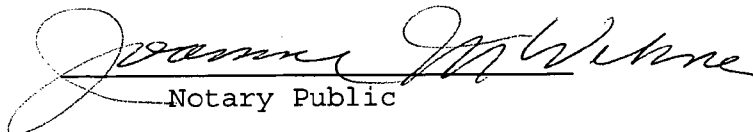
4/22/02



Kristine M. Faust, Esquire
Attorneys for Plaintiff

SWORN TO and SUBSCRIBED BEFORE ME

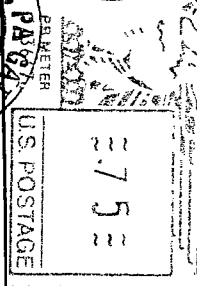
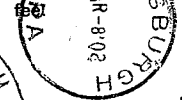
THIS 22nd DAY OF April, 2002.


Notary Public

Notarial Seal
Joanne M. Wehner, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 19, 2005
Member, Pennsylvania Association of Notaries

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE - POSTMASTER			
Received From:			
GREEN & BIRSIC, P.C. ONE GATEWAY CENTER, NINE WEST PITTSBURGH, PA 15222			
Belle			
One piece of ordinary mail addressed to:			
Domestic Relations Office 230 E. Market Street 3rd Floor Clearfield PA 16830			

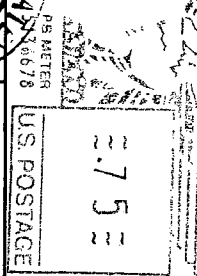
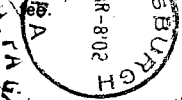
Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.



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:			
GREEN & BIRSIC, P.C. ONE GATEWAY CENTER, NINE WEST PITTSBURGH, PA 15222			
Belle			
One piece of ordinary mail addressed to:			
Tax Claim Bureau Clearfield County Courthouse 230 E. Market Street Clearfield PA 16830			

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

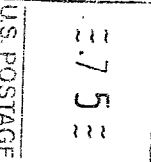
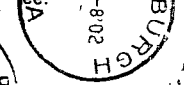


PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:			
GREEN & BIRSIC, P.C. ONE GATEWAY CENTER, NINE WEST PITTSBURGH, PA 15222			
<i>Bele</i> One piece of ordinary mail addressed to:			
<i>Commodore of PA</i> <i>Dept. of welfare</i> <i>PO BOX 675</i> <i>Hanover PA 17105</i>			

PS Form 3817, Mar. 1989

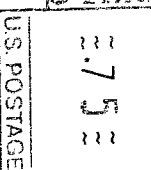
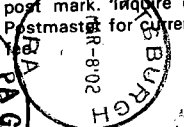
Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:			
GREEN & BIRSIC, P.C. ONE GATEWAY CENTER, NINE WEST PITTSBURGH, PA 15222			
<i>Bele</i> One piece of ordinary mail addressed to:			
<i>PA Dept. of Welfare; Dept.</i> <i>280601; Bureau of</i> <i>Individual Taxes; Intertax</i> <i>Hanover; Hanover PA 17105</i>			

PS Form 3817, Mar. 1989

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



STATE STREET BANK AND TRUST
AS CUSTODIAN FOR SERIES 1999-4
GRP 111, BY WASHINGTON MUTUAL
HOME LOANS, INC., AGENT,

)

X

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE TWP. OF MORRIS, CLEARFIELD COUNTY, PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING BEING KNOWN AND NUMBERED AS R.R. 2, BOX 41F, MORRISDALE, PA 16858. DBV 1716, PAGE 277, AND PARCEL #H-2.07A. MAP #12-1-09-246

FILED

MAY 01 2002

m/11/19/noc

William A. Shaw
Prothonotary

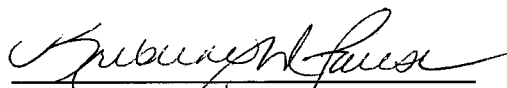


1. The name and last known address of every judgment creditor whose judgment is a record lien on the property to be sold:

Commonwealth of PA
Department of Welfare
P. O. Box 2675
Harrisburg, PA 17105

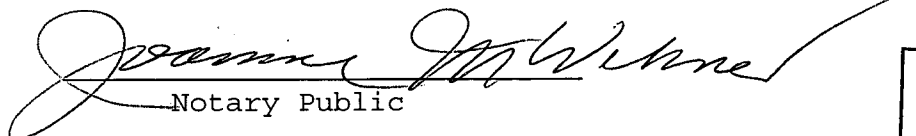
I verify that the statements made in the Supplemental Affidavit are true and correct to the best of my personal knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

4/22/02


Kristine M. Faust, Esquire
Attorneys for Plaintiff

SWORN TO and SUBSCRIBED BEFORE ME

THIS 22nd DAY OF April, 2002.


Notary Public

Notarial Seal
Joanne M. Wehner, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 19, 2005
Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

STATE STREET BANK AND TRUST
AS CUSTODIAN FOR SERIES 1999-4
GRP 111, BY WASHINGTON MUTUAL
HOME LOANS, INC., AGENT,

Plaintiff,

vs.

STEVEN D. BELL AND
JERI H. BELL,

Defendants.

CIVIL DIVISION

No.: 2001-1147-CD

ISSUE NUMBER:

TYPE OF PLEADING:
Pa. R.C.P. RULE 3129.2(c)
AFFIDAVIT OF SERVICE
DEFENDANTS/OWNERS

CODE -

Sheriff's Dale Date:
May 03, 2002

FILED ON BEHALF
OF PLAINTIFF:
State Street, Bank and
Trust, et al.

COUNSEL OF RECORD
FOR THIS PARTY:

Kristine M. Faust, Esquire
Pa. I.D. #77991

GRENNEN & BIRSIC, P.C.
One Gateway Center
Nine West
Pittsburgh, PA 15222
(412) 281-7650

FILED

MAY 01 2002

m/1181nocc
William A. Shaw
Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

STATE STREET BANK AND TRUST
AS CUSTODIAN FOR SERIES 1999-4
GRP 111, BY WASHINGTON MUTUAL
HOME LOANS, INC., AGENT,

CIVIL DIVISION

Plaintiff,

No.: 2001-1147-CD

vs.

STEVEN D. BELL AND
JERI H. BELL,

Defendants.

Pa. R.C.P. RULE 3129.2(c) AFFIDAVIT OF SERVICE
DEFENDANTS/OWNERS

Kristine M. Faust, Esquire, Attorney for Plaintiff, State Street Bank and Trust as Custodian for Series 1999-4 GRP III, by Washington Mutual Home Loans, Inc., Agent, being duly sworn according to law deposes and makes the following Affidavit regarding service of Plaintiff's notice of the sale of real property in this matter on Steven D. Bell and Jeri H. Bell as follows:

1. Steven D. Bell and Jeri H. Bell are the owners of the real property and have not entered an appearance of record.

2. The undersigned counsel served Defendant, Steven D. Bell, with a true and correct copy of Plaintiff's notice of the sale of real property by certified mail, return receipt requested, restricted delivery. A true and correct copy of said Notice is marked Exhibit "A", attached hereto and made a part hereof.

3. On or about March 11, 2002, Defendant, Steven D. Bell, received the notice of the sale of real property in this matter as evidenced by the signed U.S. Postal Service form 3811, certified mail, return receipt requested, restricted delivery. A true and correct copy of the signed U.S. Postal Service form 3811, evidencing service by certified mail, return receipt requested, restricted delivery on the identified Defendant, is marked Exhibit "B", attached hereto and made a part hereof.

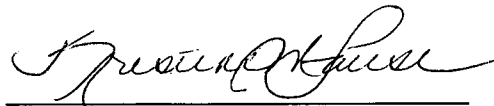
4. The undersigned counsel served Defendant, Jeri H. Bell, with a true and correct copy of Plaintiff's notice of the sale of real property by certified mail, return receipt requested, restricted delivery. A true and correct copy of said Notice is marked Exhibit "C", attached hereto and made a part hereof.

5. On or about March 11, 2002, Defendant, Jeri H. Bell, received the notice of the sale of real property in this matter as evidenced by the signed U.S. Postal Service form 3811, certified mail, return receipt requested, restricted delivery. A true and correct copy of the signed U.S. Postal Service form 3811, evidencing service by certified mail, return receipt requested, restricted delivery on the identified Defendant, is marked Exhibit "D", attached hereto and made a part hereof.

I verify that the facts contained in this Affidavit are true and correct based upon my personal knowledge, information, and belief.

GRENN & BIRSIC, P.C.

BY:



Kristine M. Faust, Esquire
Attorneys for Plaintiff
Nine West, One Gateway Center
Pittsburgh, PA 15222
(412) 281-7650

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 22nd DAY OF April, 2002.

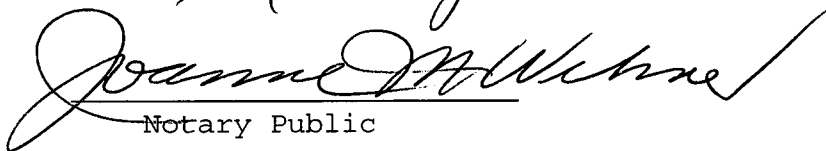
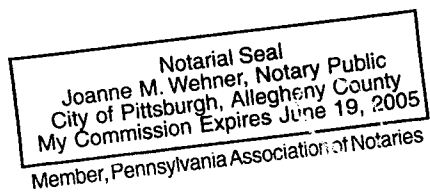

Notary Public

EXHIBIT "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

STATE STREET BANK AND TRUST AS
CUSTODIAN FOR SERIES 1999-4 GRP III,
by WASHINGTON MUTUAL HOME LOANS, INC., Agent,
No.: 2001-1147-CD

Plaintiff,

vs.

STEVEN D. BELL and
JERI H. BELL,

Defendants.

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: Steven D. Bell
R.R. 2, Box 41F
Morrisdale, PA 16858

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 the

Sheriff's Office
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

on at 10:00 A.M., the following described real estate, of which Steven D. Bell and Jeri H. Bell are the owners or reputed owners:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF STEVEN D. BELL AND JERI H. BELL OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE TWP. OF MORRIS, CLEARFIELD COUNTY, PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING BEING KNOWN AND NUMBERED AS R.R. 2, BOX 41F, MORRISDALE, PA 16858. DBV 1716, PAGE 277, AND PARCEL #H-2.07A. MAP #124-Q9-246.

The said Writ of Execution has been issued on a judgment in the mortgage foreclosure action of

State Street Bank and Trust as Custodian for
Series 1999-4 GRP III, by Washington Mutual
Home Loans, Inc., Agent,

Plaintiff,

vs.

Steven D. Bell and
Jeri H. Bell,

Defendants,

at Execution Number 2001-1147-CD in the amount of \$119,944.78.

Claims against the property must be filed with the Sheriff before the above sale date.

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

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.

This paper is a notice of the date and time 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 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.**

Lawyer Referral Service
David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

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.

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 if 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 or judgment.

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 of 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.

GRENN & BIRSIC, P.C.

By:



Brian B. Dutton, Esquire
Attorneys for Plaintiff

EXHIBIT "B"

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Stewart D. Bell
RR2; Box 41F
Mountlake PA
16855

2. Article Number

(Transfer from service label)

7099-3400 0010 4166 1281

A. Signature

X *[Signature]*

☒ Agent

☐ Addressee

B. Received by (Printed Name)

GARY COVER

C. Date of Delivery

3-11-02

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☒ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☒ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☒ Yes

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2509

EXHIBIT "C"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

STATE STREET BANK AND TRUST AS
CUSTODIAN FOR SERIES 1999-4 GRPIII,
by WASHINGTON MUTUAL HOME No.: 2001-1147-CD
LOANS, INC., Agent,

Plaintiff,

vs.

STEVEN D. BELL and
JERI H. BELL,

Defendants.

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: Jeri H. Bell
 R.R. 2, Box 41F
 Morrisdale, PA 16858

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 the

Sheriff's Office
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

on at 10:00 A.M., the following described real estate, of which Steven D. Bell and Jeri H. Bell are the owners or reputed owners:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF STEVEN D. BELL AND JERI H. BELL OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE TWP. OF MORRIS, CLEARFIELD COUNTY, PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING BEING KNOWN AND NUMBERED AS R.R. 2, BOX 41F, MORRISDALE, PA 16858. DBV 1716, PAGE 277, AND PARCEL #H-2.07A. MAP #124-Q9-246.

The said Writ of Execution has been issued on a judgment in the mortgage foreclosure action of

State Street Bank and Trust as Custodian for
Series 1999-4 GRP III, by Washington Mutual
Home Loans, Inc., Agent,

Plaintiff,

vs.

Steven D. Bell and
Jeri H. Bell,

Defendants,

at Execution Number 2001-1147-CD in the amount of \$119,944.78.

Claims against the property must be filed with the Sheriff before the above sale date.

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

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.

This paper is a notice of the date and time 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 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.**

Lawyer Referral Service
David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

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.

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 if 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 or judgment.

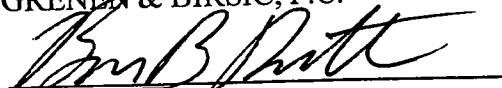
You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or in certain other events. To exercise this right you would have to file a petition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

GRENN & BIRSIC, P.C.

By:



Brian B. Dutton, Esquire
Attorneys for Plaintiff

EXHIBIT "D"

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Jeri H. Bell
RR2, Box 41F
Mondaca PA
16858

2. Article Number

(Transfer from service label) 7099-3400-0010-4146 1274

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

☒ Agent

☐ Addressee

B. Received by (Printed Name)

EARLY COVER

C. Date of Delivery

3-11-02

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☒ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☒ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☒ Yes

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

12105

STATE STREET BANK AND TRUST ET AL

01-1147-CD

VS.

BELL, STEVEN D.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MARCH 4, 2002, AT 10:46 AM O'CLOCK A LEVY WAS TAKEN ON
PROPERTY OF THE DEFENDANTS, PROPERTY WAS POSTED THIS DATE.

FILED

A SALE IS SET FOR FRIDAY, MAY 3, 2002, AT 10:00 AM.

MAR 28 2003

William A. Shaw
Prothonotary

NOW, MARCH 7, 2002, AT 10:25 AM O'CLOCK SERVED WRIT OF EXECUTION,
NOTICE OF SALE AND COPY OF LEVY ON JERI BELL, WIFE OF STEVEN D.
BELL, DEFENDANT, AT HER PLACE OF RESIDENCE, RR BOX 41F, MORRISDALE,
CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JERI BELL, WIFE OF
STEVEN D. BELL, DEFENDANT, A TRUE AND ATTESTED COPY OF THE
ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND
MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, MARCH 7, 2002, AT 10:25 AM O'CLOCK SERVED WRIT OF EXECUTION,
NOTICE OF SALE AND COPY OF LEVY ON JERI BELL, DEFENDANT, AT
HER PLACE OF RESIDENCE, RR BOX 41F, MORRISDALE, CLEARFIELD COUNTY,
PENNSYLVANIA, BY HANDING TO JERI BELL, 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, MAY 1, 2002 RECEIVED A LETTER FROM THE PLAINTIFF ATTORNEY TO
CONTINUE THE SALE SCHEDULED FOR MAY 3, 2003 TO JULY 12, 2002.

NOW, JULY 10, 2002 RECEIVED A LETTER FROM THE PLALINTIFF ATTORNEY TO
STAY THE SHERIFF SALE SCHEDULED FOR JULY 12, 2002 . THE DEFENDANTS
FILED FOR BANKRUPTCY.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12105

STATE STREET BANK AND TRUST ET AL

01-1147-CD

VS.

BELL, STEVEN D.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MARCH 26, 2003 PAID COSTS FOR ADVANCE AND MADE REFUND OF UNUSED
ADVANCE TO ATTORNEY.

NOW, MARCH 28, 2003 RETURN WRIT AS NO SALE HELD. PLAINTIFF ATTORNEY
STAYED SALE DUE TO BANKRUPTCY FILING OF THE DEFENDANTS.

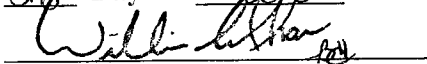
SHERIFF HAWKINS \$203.24

SURHCARGE \$ 40.00

PAID BY ATTORNEY


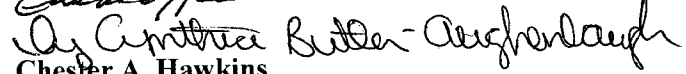
Sworn to Before Me This

28th Day Of March 2003



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

So Answers,



Chester A. Hawkins
Sheriff

Requesting Party: Brian Dutton, Esquire
 GREANAN & BIRSIC, P.C.
 One Gateway Center, Nine West
 Pittsburgh, PA 15222
 (412) 281-7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

STATE STREET BANK AND TRUST AS
CUSTODIAN FOR SERIES 1999-4 GRPIII,
by WASHINGTON MUTUAL HOME No.: 2001-1147-CD
LOANS, INC., Agent,

Plaintiff,

vs.

STEVEN D. BELL and
JERI H. BELL,

Defendants.

LONG FORM DESCRIPTION

ALL that certain tract of parcel of land situate in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the East side of State Route Number 1009 and on the North side of fifty (50) foot right of way easement; thence along State Route Number 1009 North Twenty-one degrees, twenty-six minutes, twenty-five seconds West (N 21' 26' 25" W, Three hundred eighty-one and fifty-five hundredths (381.55) feet to an iron jack post, the same also being the southwestern corner of lands now or formerly of Raymond Lauder; thence along lands now or formerly of Raymond Lauder South eighty-two degrees, six minutes, forty-five seconds East (S 82' 06' 45" E) Two hundred eighty-six and thirteen hundredths (286.13) feet to an iron pin, said iron pin also being the Northwest corner of Lot Number 9; thence along Lot Number 9 South twenty-one degrees, twenty-six minutes, twenty-five seconds East (S 21' 26' 25" E), Two hundred forty-one and four tenths (241.4) feet, to an iron pin on the North side of the aforementioned fifty (50) foot right of way; thence along said fifty (50) foot right of way South sixty-eight degrees, thirty-three minutes, thirty-five seconds West (S 68' 33' 35" W), Two hundred forty-nine and five-tenths (249.5) feet to an iron pin and place of beginning; containing 1.7841 acres. Being designated As Lot Number 8 as shown on the Subdivision Map of Charles A. and Dolores Hubler as prepared by Nicholas Shirokey, P.L.S. dated June 12, 1990 and intended to be recorded concurrently herewith.

ALSO granting and conveying unto the Grantees herein, their heirs, personal representatives, successors and assigns, a perpetual non-exclusive right of way for purposes of access, ingress, egress and regress in common with others,, with said right of way being fifty (50) feet in width and which runs in a generally northeasterly direction off State Route 1009 for approximately 200 feet and then turning in a southeasterly direction for a total additional distance of approximately 978 feet to an earthen/gravel roadway, which then runs in a generally southwesterly direction until the same intersects with State Route 1009. Said earthen/gravel cartway over which Grantees, their heirs, personal representatives, successors and assigns, are also being granted a right of way has width of approximately eighteen (18) feet.

BEING the same premises which Charles A. Hubler and Dolores Hubler, by Deed dated November 1, 1995 and recorded in the Office of the Recorder of Deeds of Clearfield County on November 6, 1995, in Deed Book Volume 1716, Page 277, granted and conveyed unto Steven D. Bell and Jeri H. Bell.

GRENN & BIRSIC, P.C.

By:



Brian B. Dutton, Esquire
Attorneys for Plaintiff
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

Parcel No. #H-2.07A
Map # 124-Q9-246

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME BELL NO. 01-1147-CD

NOW, _____, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the _____ day of _____ 2002, 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	8.45
LEVY	15.00
MILEAGE	8.45
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	16.90
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00

**TOTAL SHERIFF
COSTS 203.24**

DEED COSTS:

ACKNOWLEDGEMENT
REGISTER & RECORDER
TRANSFER TAX 2%

**TOTAL DEED
COSTS 0.00**

PLAINTIFF COSTS, DEBIT & INTEREST:

DEBT-AMOUNT DUE	98,318.00
INTEREST	
TO BE ADDED TO SALE DATE	18,694.01
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	382.77
COST OF SUIT -TO BE ADDED	1,500.00
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	800.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	250.00

TOTAL DEBT & INTEREST 119,984.78

COSTS:

ADVERTISING	372.30
TAXES - collector	
TAXES - tax claim	
DUE	
LIEN SEARCH	200.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	203.24
LEGAL JOURNAL AD	90.00
PROTHONOTARY	172.45
MORTGAGE SEARCH	80.00
MUNICIPAL LIEN	

TOTAL COSTS 1,117.99

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

CHESTER A. HAWKINS, Sheriff

GRENEN & BIRSIC, P.C.

ATTORNEYS AT LAW
One Gateway Center
Nine West
Pittsburgh, Pennsylvania 15222
(412) 281-7650
FAX (412) 281-7657

July 10, 2002

VIA FAX (814) 765-5915

Attention: Real Estate Department
Office of the Sheriff
CLEARFIELD COUNTY

Dear Sir/Madam:

This letter shall serve as authorization for the Sheriff's Office of Clearfield County to STAY the sheriff's sale scheduled July 12, 2002 due to bankruptcy. Please make a public announcement at the time of the regularly scheduled sheriff's sale.

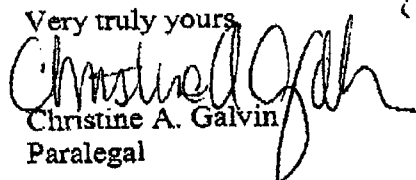
State Street Bank and Trust as Custodian for Series 1999-4 GRP 111, by Washington Mutual Home Loans, Inc., Agent

v.

Steven D. Bell and Jeri H. Bell
Docket No.: 2001-1147-CD

If you have any questions or need any additional information, please do not hesitate to contact me at the numbers listed above.

Very truly yours,


Christine A. Galvin
Paralegal

GRENN & BIRSIC, P.C.
ATTORNEYS AT LAW
ONE GATEWAY CENTER
NINE WEST
PITTSBURGH, PENNSYLVANIA 15222
(412) 281-7650
FAX (412) 281-7657

May 01, 2002

VIA FAX TO (814) 765-5915 AND
FIRST CLASS MAIL

Peggy
Clearfield County
Sheriff's Department
230 East Market Street
Clearfield, PA 16830

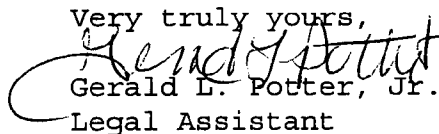
Re: State Street Bank and Trust, et al. vs.
Steven D. Bell and Jeri I. Bell
Docket Number: 2001-1147-CD
Sheriff's Sale Date: May 03, 2002

Dear Peggy:

Please be advised that this firm represents the Plaintiff with regard to the above-referenced matter. This letter shall serve as authorization for the Sheriff of Clearfield County to continue the Sheriff's Sale scheduled for May 03, 2002 to the July 12, 2002. Please make an appropriate announcement at the time of the sale.

If you have any questions, please feel free to contact me.

Very truly yours,


Gerald L. Potter, Jr.
Legal Assistant

5-1-02

FILED

019:50 BT
MAR 28 2003

no CC
CJH

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEAFIELD COUNTY, PENNSYLVANIA

STATE STREET BANK AND TRUST
AS CUSTODIAN FOR SERIES 1999-4
GRP 111, BY WASHINGTON MUTUAL
HOME LOANS, INC., AGENT,

CIVIL DIVISION

Plaintiff,

No.: 2001-1147-CD

ISSUE NO.:

vs.

STEVEN D. BELL AND
JERI H. BELL,

Defendants.

TYPE OF PLEADING
Praecipe for
Writ of Execution
(Mortgage Foreclosure)

FILED ON BEHALF
OF PLAINTIFF: State
Street Bank and
Trust, et al.

COUNSEL OF RECORD
FOR THIS PARTY:
Kristine M. Anthou, Esquire
Pa I.D. #77991

GRENNEN & BIRSIC, P.C.

One Gateway Center
Ninth Floor
Pittsburgh, PA 15222

(412) 281-7650

FILED⁶⁴ ICC & Le wnts
m/2:34.61/w/prop. descr.
JAN 28 2005 to Shiff
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

STATE STREET BANK AND TRUST
AS CUSTODIAN FOR SERIES 1999-4
GRP 111, BY WASHINGTON MUTUAL
HOME LOANS, INC., AGENT,

CIVIL DIVISION

Plaintiff,

No.: 2001-1147-CD

vs.

STEVEN D. BELL AND
JERI H. BELL,

Defendants.

PRAECIPE FOR WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

TO: Prothonotary

SIR/MADAM:

Please issue a Writ of Execution, directed to the Sheriff of Clearfield County, against the Defendants, **Steven D. Bell and Jeri H. Bell**, as follows:

Amount Due	\$ 95,955.15
Interest	\$ 20,350.22
Late Charges	\$ 1,063.25
Escrow Deficiency	\$ (8,326.90)
Title Search, Foreclosure and Execution Costs	\$ 800.00
Attorneys' Fees	\$ 1,500.00
TOTAL	\$ 111,341.72

140.00

Prothonotary costs

GRENNEN & BIRSIC, P.C.

By:



Kristine M. Anthou, Esquire
Pa. I.D. #77991
Attorneys for Plaintiff

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

State Street Bank and Trust as custodian
for Series 1999-4 GRP 111, by Washington
Mutual Home Loans, Inc., Agent

Vs.

NO.: 2001-01147-CD

Steven D. Bell and Jeri H. Bell

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due STATE STREET BANK AND TRUST as custodian for series 1999-4 GRP 111, by WASHINGTON MUTUAL HOME LOANS, INC., agent, Plaintiff(s) from STEVEN D. BELL and JERI H. BELL, 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:.....\$111,341.72
INTEREST:.....\$20,350.22
PROTH. COSTS: \$
ATTY'S COMM: \$
ESCROW DEFICIENCY:....\$(8,326.90)
ATTORNEYS' FEES:.....\$1,500.00
DATE: 01/28/2005

PAID:.....\$140.00
SHERIFF: \$
OTHER COSTS: \$
LATE CHARGES:.....\$1,063.25
TITLE SEARCH, FORECLOSURE
and EXECUTION COSTS:.....\$800.00

William A. Shaw
Prothonotary/Clerk Civil Division

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

Requesting Party: Kristine M. Anthou, Esq.
One Gateway Center, Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

STATE STREET BANK AND TRUST
AS CUSTODIAN FOR SERIES 1999-4
GRP 111, BY WASHINGTON MUTUAL
HOME LOANS, INC., AGENT,

CIVIL DIVISION

Plaintiff,

No.: 2001-1147-CD

vs.

STEVEN D. BELL AND
JERI H. BELL,

Defendants.

LONG FORM DESCRIPTION

ALL that certain tract or parcel of land situate in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the East side of State Route Number 1009 and on the North side of a fifty (50) foot right of way easement; thence along State Route Number 1009 North twenty-one degrees, twenty-six minutes, twenty-five seconds West ($N 21^{\circ} 26' 25'' W$), Three hundred eighty-one and fifty-five hundredths (381.55) feet to an iron jack post, the same also being the southwestern corner of lands now or formerly of Raymond Lauder; thence along lands now or formerly of Raymond Lauder South eighty-two degrees, six minutes, forty-five seconds East ($S 82^{\circ} 06' 45'' E$), Two hundred eighty-six and thirteen hundredths (286.13) feet to an iron pin, said iron pin also being the Northwest corner of Lot Number 9; thence along Lot Number 9 South twenty-one degrees, twenty-six minutes, twenty-five seconds East ($S 21^{\circ} 26' 25'' E$), Two hundred forty-one and four tenths (241.4) feet, to an iron pin on the North side of the aforementioned fifty (50) foot right of way; thence along said fifty (50) foot right of way South sixty-eight degrees, thirty-three minutes, thirty-five seconds West ($S 68^{\circ} 33' 35'' W$), Two hundred forty-nine and five-tenths (249.5) feet to an iron pin and place of beginning; containing 1.7841 acres. Being designated as Lot Number 8 as shown on the Subdivision Map of Charles A. and Dolores Hubler as prepared by Nicholas Shirokey, P.L.S. dated June 12, 1990 and intended to be recorded concurrently herewith.

ALSO granting and conveying unto the Grantees herein, their heirs, personal representatives, successors and assigns, a perpetual non-exclusive right of way for purposes of access, ingress, egress and regress in common with others, with said right of way being fifty (50) feet in width and which runs in a generally northeasterly direction off State Route 1009 for approximately 200 feet and then turning in a southeasterly direction for a total additional distance of approximately 978 feet to an earthen/gravel roadway, which then runs in a generally southwesterly direction until the same intersects with State Route 1009. Said earthen/gravel cartway over which Grantees, their heirs, personal representatives, successors and assigns, are also being granted a right of way has a width of approximately eighteen (18) feet.

GRANTEES hereby acknowledge that they have been advised that there are currently no existing community sewage facilities available for the premises herein conveyed and that for said premises to secure an individual sewage system, the Grantees are required to contact the local agency charged with administering the Pennsylvania Sewage Facilities Act (See 35 P.S. §750.1 et seq) in order to determine the proper procedure and requirements in obtaining a permit for an individual sewage system.

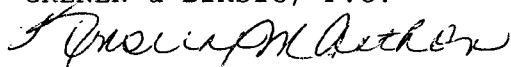
TAX PARCEL NUMBER: H-2.07A. MAP 124-Q9-246.

BEING KNOWN AS RR 2, BOX 41 F, Morrisdale, PA 16858.

BEING the same property which Charles A. Hubler and Dolores Hubler, incorrectly referred to in prior deeds as Delores Hubler, husband and wife, granted and conveyed to Steven D. Bell and Jeri H. Bell, husband and wife, as Tenants by the Entireties, by Deed dated November 1, 1995 and recorded November 6, 1995, in the Recorder of Deeds Office, Clearfield County, Pennsylvania in Deed Book Volume 1716, Page 277.

GRENN & BIRSIC, P.C.

By:



Kristine M. Anthou, Esquire

Pa. I.D. #77991

Attorneys for Plaintiff

One Gateway Center, Ninth Floor

Pittsburgh, PA 15222

(412) 281-7650

Deed Book Volume	1716
Page	277
Tax Parcel Number:	H-2.07A
Map	124-Q9-246

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

STATE STREET BANK AND TRUST
AS CUSTODIAN FOR SERIES 1999-4
GRP 111, BY WASHINGTON MUTUAL
HOME LOANS, INC., AGENT,

CIVIL DIVISION

Plaintiff,

No.: 2001-1147-CD

ISSUE NO.:

vs.

STEVEN D. BELL AND
JERI H. BELL,

Defendants.

TYPE OF PLEADING
Praecipe for
Writ of Execution
(Mortgage Foreclosure)

FILED ON BEHALF
OF PLAINTIFF:

State Street Bank and Trust, et al.

COUNSEL OF RECORD
FOR THIS PARTY:

Kristine M. Anthou, Esquire
Pa I.D. #77991

GRENN & BIRSIC, P.C.

One Gateway Center
Ninth Floor
Pittsburgh, PA 15222

(412) 281-7650

FILED
JAN 04 2006

ICC Plaintiffs
w/ deser. to Sheriff
Atty. pd. 20.00

William A. Shaw
Prothonotary/Clerk of Courts @

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

STATE STREET BANK AND TRUST
AS CUSTODIAN FOR SERIES 1999-4
GRP 111, BY WASHINGTON MUTUAL
HOME LOANS, INC., AGENT,

CIVIL DIVISION

Plaintiff,

No.: 2001-1147-CD

vs.

STEVEN D. BELL AND
JERI H. BELL,

Defendants.

PRAECIPE FOR WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

TO: Prothonotary

SIR/MADAM:

Please issue a Writ of Execution, directed to the Sheriff of Clearfield County, against the Defendants, Steven D. Bell and Jeri H. Bell, as follows:

Amount Due	\$ 95,064.86
Interest to 3/3/06	\$ 15,466.77
Late Charges to 3/3/06	\$ 900.70
Escrow Deficiency	\$ 6,595.94
Suspense Balance	\$ (3,006.07)
Recoverable Balance	\$ 6,662.48
Other	\$ 252.65
Title Search, Foreclosure and Execution Costs	\$ 1,250.00
Attorneys' Fees	<u>\$ 2,500.00</u>
TOTAL	\$125,687.33

Prothonotary costs 160.00

GRENN & BIRSIC, P.C.

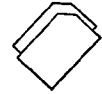
By: 

Kristine M. Anthou, Esquire

Pa. I.D. #77991

Attorneys for Plaintiff

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

 **COPY**

State Street Bank and Trust as Custodian for
Series 1999-4 Grp 111, by Washington Mutual
Home Loans, Inc., Agent

Vs.

NO.: 2001-01147-CD

Steven D. Bell and Jeri H. Bell

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due STATE STREET BANK AND TRUST as Custodian for Series 1999-4 Grp 111, by WASHINGTON MUTUAL HOME LOANS, INC., Agent, Plaintiff(s) from STEVEN D. BELL and JERI H. BELL, 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/PRINCIPAL:.....\$95,064.86
INTEREST to 3/3/06:.....\$15,466.77
PROTH. COSTS: \$
ATTY'S FEES:.....\$2,500.00
ESCROW DEFICIENCY:.....\$6,595.94
RECOVERABLE BALANCE:.....\$6,662.48
OTHER:.....\$252.65
DATE: 01/04/2006

PAID:.....\$160.00
SHERIFF: \$
OTHER COSTS: \$
LATE CHARGES to 3/3/06:.....\$900.70
SUSPENSE BALANCE:.....\$(3,006.07)
TITLE SEARCH, FORECLOSURE,
and EXECUTION COSTS:.....\$1,250.00

William A. Shaw
Prothonotary/Clerk Civil Division

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

Requesting Party: Kristine M. Anthou, Esq.
One Gateway Center, Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

STATE STREET BANK AND TRUST
AS CUSTODIAN FOR SERIES 1999-4
GRP 111, BY WASHINGTON MUTUAL
HOME LOANS, INC., AGENT,

CIVIL DIVISION

Plaintiff,

No.: 2001-1147-CD

vs.

STEVEN D. BELL AND
JERI H. BELL,

Defendants.

LONG FORM DESCRIPTION

ALL that certain tract or parcel of land situate in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the East side of State Route Number 1009 and on the North side of a fifty (50) foot right of way easement; thence along State Route Number 1009 North twenty-one degrees, twenty-six minutes, twenty-five seconds West ($N 21^{\circ} 26' 25'' W$), Three hundred eighty-one and fifty-five hundredths (381.55) feet to an iron jack post, the same also being the southwestern corner of lands now or formerly of Raymond Lauder; thence along lands now or formerly of Raymond Lauder South eighty-two degrees, six minutes, forty-five seconds East ($S 82^{\circ} 06' 45'' E$), Two hundred eighty-six and thirteen hundredths (286.13) feet to an iron pin, said iron pin also being the Northwest corner of Lot Number 9; thence along Lot Number 9 South twenty-one degrees, twenty-six minutes, twenty-five seconds East ($S 21^{\circ} 26' 25'' E$), Two hundred forty-one and four tenths (241.4) feet, to an iron pin on the North side of the aforementioned fifty (50) foot right of way; thence along said fifty (50) foot right of way South sixty-eight degrees, thirty-three minutes, thirty-five seconds West ($S 68^{\circ} 33' 35'' W$), Two hundred forty-nine and five-tenths (249.5) feet to an iron pin and place of beginning; containing 1.7841 acres. Being designated as Lot Number 8 as shown on the Subdivision Map of Charles A. and Dolores Hubler as prepared by Nicholas Shirokey, P.L.S. dated June 12, 1990 and intended to be recorded concurrently herewith.

ALSO granting and conveying unto the Grantees herein, their heirs, personal representatives, successors and assigns, a perpetual non-exclusive right of way for purposes of access, ingress, egress and regress in common with others, with said right of way being fifty (50) feet in width and which runs in a generally northeasterly direction off State Route 1009 for approximately 200 feet and then turning in a southeasterly direction for a total additional distance of approximately 978 feet to an earthen/gravel roadway, which then runs in a generally southwesterly direction until the same intersects with State Route 1009. Said earthen/gravel cartway over which Grantees, their heirs, personal representatives, successors and assigns, are also being granted a right of way has a width of approximately eighteen (18) feet.

GRANTEES hereby acknowledge that they have been advised that there are currently no existing community sewage facilities available for the premises herein conveyed and that for said premises to secure an individual sewage system, the Grantees are required to contact the local agency charged with administering the Pennsylvania Sewage Facilities Act (See 35 P.S. §750.1 et seq) in order to determine the proper procedure and requirements in obtaining a permit for an individual sewage system.

TAX PARCEL NUMBER: H-2.07A. MAP 124-Q9-246.

BEING KNOWN AS RR 2, BOX 41 F, Morrisdale, PA 16858.

BEING the same property which Charles A. Hubler and Dolores Hubler, incorrectly referred to in prior deeds as Delores Hubler, husband and wife, granted and conveyed to Steven D. Bell and Jeri H. Bell, husband and wife, as Tenants by the Entireties, by Deed dated November 1, 1995 and recorded November 6, 1995, in the Recorder of Deeds Office, Clearfield County, Pennsylvania in Deed Book Volume 1716, Page 277.

GRENN & BIRSIC, P.C.

By:



Kristine M. Anthou, Esquire

Pa. I.D. #77991

Attorneys for Plaintiff

One Gateway Center, Ninth Floor

Pittsburgh, PA 15222

(412) 281-7650

Deed Book Volume 1716
Page 277
Tax Parcel Number: H-2.07A
Map 124-Q9-246

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

STATE STREET BANK AND TRUST
AS CUSTODIAN FOR SERIES 1994-4
GRP III, by WASHINGTON MUTUAL
HOME LOANS, INC., Agent,

Plaintiff,

vs.

STEVEN D. BELL and
JERI H. BELL,

Defendants.

CIVIL DIVISION

ISSUE NUMBER:

NO.: 2001-1147-CD

TYPE OF PLEADING:

PRAECIPE TO SETTLE AND
DISCONTINUE WITHOUT
PREJUDICE

CODE -

FILED ON BEHALF OF PLAINTIFF:

STATE STREET BANK AND TRUST AS
CUSTODIAN FOR SERIES 1994-4 GRP
III, by WASHINGTON MUTUAL HOME
LOANS, INC., Agent

COUNSEL OF RECORD FOR THIS
PARTY:

Kristine M. Anthou, Esquire
Pa. I.D. #77991

GRENN & BIRSIC, P.C.
One Gateway Center
Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

FILED No CC
m12:20/24
JAN 12 2006 Cert. of Disc.
to Atty
William A. Shaw
Prothonotary/Clerk of Courts Copy to CIA
CR

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

STATE STREET BANK AND TRUST
AS CUSTODIAN FOR SERIES 1994-4
GRP III, by WASHINGTON MUTUAL
HOME LOANS, INC., Agent,

CIVIL DIVISION

NO.: 2001-1147-CD

Plaintiff,

vs.

STEVEN D. BELL and
JERI H. BELL,

Defendants.

PRAECIPE TO SETTLE AND DISCONTINUE
WITHOUT PREJUDICE

TO: PROTHONOTARY

SIR:

Kindly settle and discontinue without prejudice the above-captioned matter and mark the
docket accordingly.

GRENN & BIRSIC, P.C.

BY: 

Kristine M. Anthou, Esquire
Attorneys for Plaintiff

Sworn to and subscribed before me

this 9th day of January, 2006.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Patricia A. Townsend, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires June 2, 2007

Member, Pennsylvania Association Of Notaries

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION



COPY

State Street Bank and Trust
Washington Mutual Home Loans, Inc.

Vs.

No. 2001-01147-CD

Steven D. Bell
Jeri H. Bell

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on January 12, 2006, marked:

Settled and Discontinued without Prejudice

Record costs in the sum of \$160.00 have been paid in full by Grenen & Birsic, PC.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 12th day of January A.D. 2006.

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20268

NO: 01-1147-CD

PLAINTIFF: STATE STREET BANK AND TRUST AS CUSTODIAN FOR SERIES 1999-4 GRP 111, BY WASHINGTON
MUTUAL HOME LOANS, INC. AGENT

vs.

DEFENDANT: STEVEN D. BELL AND JERI H. BELL

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 01/04/2006

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 03/06/2006

DATE DEED FILED **NOT SOLD**

FILED
d/10:07/01
MAR 07 2006
CN

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

@ SERVED

NOW, JANUARY 9, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY REQUESTING A SALE NOT BE SET THE
DEFENDANTS CURED THE DEFAULT AND THE JUDGMENT WILL BE SETTLED AND DISCONTINUED.

@ SERVED

NOW, JANUARY 12, 2006 PLAINTIFF'S ATTORNEY DID A PRACEPIE TO SETTLE AND DISCONTINUE THROUGH THE PROTHONOTARY'S
OFFICE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20268

NO: 01-1147-CD

PLAINTIFF: STATE STREET BANK AND TRUST AS CUSTODIAN FOR SERIES 1999-4 GRP 111, BY WASHINGTON
MUTUAL HOME LOANS, INC. AGENT

vs.

DEFENDANT: STEVEN D. BELL AND JERI H. BELL

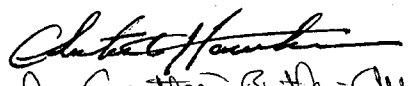
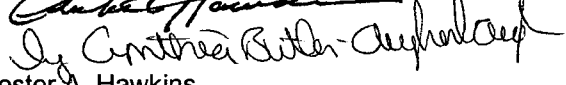
Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$15.00

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,



Chester A. Hawkins
Sheriff

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

State Street Bank and Trust as Custodian for
Series 1999-4 Grp 111, by Washington Mutual
Home Loans, Inc., Agent

Vs.

NO.: 2001-01147-CD

Steven D. Bell and Jeri H. Bell

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due STATE STREET BANK AND TRUST as Custodian for Series 1999-4 Grp 111, by WASHINGTON MUTUAL HOME LOANS, INC., Agent, Plaintiff(s) from STEVEN D. BELL and JERI H. BELL, 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:

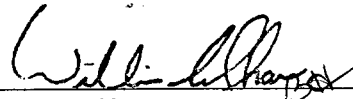
Garnishee(s) as follows:

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/PRINCIPAL:.....\$95,064.86
INTEREST to 3/3/06:.....\$15,466.77
PROTH. COSTS: \$
ATTY'S FEES:.....\$2,500.00
ESCROW DEFICIENCY:.....\$6,595.94
RECOVERABLE BALANCE:.....\$6,662.48
OTHER:.....\$252.65
DATE: 01/04/2006

PAID:.....\$160.00
SHERIFF: \$
OTHER COSTS: \$
LATE CHARGES to 3/3/06:.....\$900.70
SUSPENSE BALANCE:.....\$(3,006.07)
TITLE SEARCH, FORECLOSURE,
and EXECUTION COSTS:.....\$1,250.00



William A. Shaw

Prothonotary/Clerk Civil Division

Received this writ this 4th day
of January A.D. 2006
At 3:00 A.M. PM

Charles A. Hawkins
Sheriff By Cynthia Butler-Caplan

Requesting Party: Kristine M. Anthou, Esq.
One Gateway Center, Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

STATE STREET BANK AND TRUST
AS CUSTODIAN FOR SERIES 1999-4
GRP 111, BY WASHINGTON MUTUAL
HOME LOANS, INC., AGENT,

CIVIL DIVISION

Plaintiff,

No.: 2001-1147-CD

vs.

STEVEN D. BELL AND
JERI H. BELL,

Defendants.

LONG FORM DESCRIPTION

ALL that certain tract or parcel of land situate in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the East side of State Route Number 1009 and on the North side of a fifty (50) foot right of way easement; thence along State Route Number 1009 North twenty-one degrees, twenty-six minutes, twenty-five seconds West ($N 21^{\circ} 26' 25'' W$), Three hundred eighty-one and fifty-five hundredths (381.55) feet to an iron jack post, the same also being the southwestern corner of lands now or formerly of Raymond Lauder; thence along lands now or formerly of Raymond Lauder South eighty-two degrees, six minutes, forty-five seconds East ($S 82^{\circ} 06' 45'' E$), Two hundred eighty-six and thirteen hundredths (286.13) feet to an iron pin, said iron pin also being the Northwest corner of Lot Number 9; thence along Lot Number 9 South twenty-one degrees, twenty-six minutes, twenty-five seconds East ($S 21^{\circ} 26' 25'' E$), Two hundred forty-one and four tenths (241.4) feet, to an iron pin on the North side of the aforementioned fifty (50) foot right of way; thence along said fifty (50) foot right of way South sixty-eight degrees, thirty-three minutes, thirty-five seconds West ($S 68^{\circ} 33' 35'' W$), Two hundred forty-nine and five-tenths (249.5) feet to an iron pin and place of beginning; containing 1.7841 acres. Being designated as Lot Number 8 as shown on the Subdivision Map of Charles A. and Dolores Hubler as prepared by Nicholas Shirokey, P.L.S. dated June 12, 1990 and intended to be recorded concurrently herewith.

ALSO granting and conveying unto the Grantees herein, their heirs, personal representatives, successors and assigns, a perpetual non-exclusive right of way for purposes of access, ingress, egress and regress in common with others, with said right of way being fifty (50) feet in width and which runs in a generally northeasterly direction off State Route 1009 for approximately 200 feet and then turning in a southeasterly direction for a total additional distance of approximately 978 feet to an earthen/gravel roadway, which then runs in a generally southwesterly direction until the same intersects with State Route 1009. Said earthen/gravel cartway over which Grantees, their heirs, personal representatives, successors and assigns, are also being granted a right of way has a width of approximately eighteen (18) feet.


GRANTEES hereby acknowledge that they have been advised that there are currently no existing community sewage facilities available for the premises herein conveyed and that for said premises to secure an individual sewage system, the Grantees are required to contact the local agency charged with administering the Pennsylvania Sewage Facilities Act (See 35 P.S. §750.1 et seq) in order to determine the proper procedure and requirements in obtaining a permit for an individual sewage system.

TAX PARCEL NUMBER: H-2.07A. MAP 124-Q9-246.

BEING KNOWN AS RR 2, BOX 41 F, Morrisdale, PA 16858.

BEING the same property which Charles A. Hubler and Dolores Hubler, incorrectly referred to in prior deeds as Delores Hubler, husband and wife, granted and conveyed to Steven D. Bell and Jeri H. Bell, husband and wife, as Tenants by the Entireties, by Deed dated November 1, 1995 and recorded November 6, 1995, in the Recorder of Deeds Office, Clearfield County, Pennsylvania in Deed Book Volume 1716, Page 277.

GRENNEN & BIRSIC, P.C.

By: 
Kristine M. Anthou, Esquire
Pa. I.D. #77991
Attorneys for Plaintiff
One Gateway Center, Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

Deed Book Volume 1716
Page 277
Tax Parcel Number: H-2.07A
Map 124-Q9-246

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME

NO. 01-1147-CD

NOW, March 06, 2006, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Steven D. Bell And Jeri H. Bell 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:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR	15.00	DEBT-AMOUNT DUE	95,064.86
SERVICE		INTEREST @	0.00
MILEAGE		FROM TO	
LEVY			
MILEAGE		PROTH SATISFACTION	
POSTING		LATE CHARGES AND FEES	900.70
CSDS		COST OF SUIT-TO BE ADDED	1,502.65
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE		ATTORNEY COMMISSION	2,500.00
HANDBILLS		REFUND OF ADVANCE	
DISTRIBUTION		REFUND OF SURCHARGE	40.00
ADVERTISING		SATISFACTION FEE	
ADD'L SERVICE		ESCROW DEFICIENCY	6,595.94
DEED		PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	15,466.77
ADD'L MILEAGE		MISCELLANEOUS	6,662.48
ADD'L LEVY			
BID/SETTLEMENT AMOUNT		TOTAL DEBT AND INTEREST	\$128,733.40
RETURNS/DEPUTIZE			
COPIES		COSTS:	
		ADVERTISING	0.00
BILLING/PHONE/FAX		TAXES - COLLECTOR	
CONTINUED SALES		TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
TOTAL SHERIFF COSTS	\$15.00	LIEN SEARCH	
		ACKNOWLEDGEMENT	
DEED COSTS:		DEED COSTS	0.00
ACKNOWLEDGEMENT		SHERIFF COSTS	15.00
REGISTER & RECORDER		LEGAL JOURNAL COSTS	0.00
TRANSFER TAX 2%	0.00	PROTHONOTARY	160.00
TOTAL DEED COSTS	\$0.00	MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		TOTAL COSTS	\$175.00

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

CHESTER A. HAWKINS, Sheriff

GRENN & BIRSIC, P.C.

ATTORNEYS AT LAW
One Gateway Center
Ninth Floor
Pittsburgh, Pennsylvania 15222
(412) 281-7650
FAX (412) 281-7657

January 6, 2006

VIA FAX: (814) 765-5915

Clearfield County Sheriff
Attn: Cindy
Courthouse
230 E. Market Street
Clearfield, PA 16830

**Re: State Street Bank and Trust
vs.
Steven and Jeri Bell
Case #2001-1147-CD**

Dear Cindy:

An execution package was mailed to the Clearfield County Prothonotary on January 3, 2006 and filed on January 4, 2006 regarding the above referenced case. Please do not schedule a sale for this property, as the defendants have paid the loan in full and this case will be Settled and Discontinued within the next week.

Thank you in advance for your assistance in this matter. If you have any questions or need anything further, please feel free to contact me at the numbers listed above.

Very truly yours,



Kristine M. Anthou

KMA/ejd

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20826

NO: 01-1147-CD

PLAINTIFF: STATE STREET BANK AND TRUST AS CUSTODIAN FOR SERIES 1999-4 GRP 111, BY WASHINGTON
MUTUAL HOME LOANS, INC., AGENT

vs.

DEFENDANT: STEVEN D. BELL AND JERI H. BELL

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 1/28/2005

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 8/27/2008

DATE DEED FILED **NOT SOLD**

FILED

019:3000
AUG 27 2008

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

@

SERVED STEVEN D. BELL

DOCKET ONLY. CHECKS VOIDED

@

SERVED JERI H. BELL

DOCKET ONLY. CHECKS VOIDED.

@

SERVED

NOW, MARCH 16, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO RETURN THE WRIT.

@

SERVED

NOW, AUGUST 27, 2008 RETURN WRIT AS UNEXECUTED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20826

NO: 01-1147-CD

PLAINTIFF: STATE STREET BANK AND TRUST AS CUSTODIAN FOR SERIES 1999-4 GRP 111, BY WASHINGTON
MUTUAL HOME LOANS, INC., AGENT

VS.

DEFENDANT: STEVEN D. BELL AND JERI H. BELL

Execution REAL ESTATE


SHERIFF RETURN

SHERIFF HAWKINS

SURCHARGE

PAID BY

So Answers,


Chester A. Hawkins
Sheriff

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

State Street Bank and Trust as custodian
for Series 1999-4 GRP 111, by Washington
Mutual Home Loans, Inc., Agent

Vs.

NO.: 2001-01147-CD

Steven D. Bell and Jeri H. Bell

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due STATE STREET BANK AND TRUST as custodian for series 1999-4 GRP 111, by WASHINGTON MUTUAL HOME LOANS, INC., agent, Plaintiff(s) from STEVEN D. BELL and JERI H. BELL, 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:

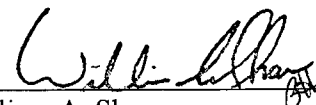
Garnishee(s) as follows:

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:.....\$111,341.72
INTEREST:.....\$20,350.22
PROTH. COSTS: \$
ATTY'S COMM: \$
ESCROW DEFICIENCY:....\$(8,326.90)
ATTORNEYS' FEES:.....\$1,500.00
DATE: 01/28/2005

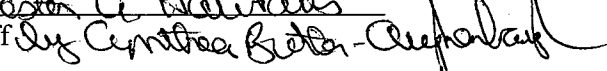
PAID:.....\$140.00
SHERIFF: \$
OTHER COSTS: \$
LATE CHARGES:.....\$1,063.25
TITLE SEARCH, FORECLOSURE
and EXECUTION COSTS:.....\$800.00



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 28th day
of January A.D. 2005
At 2:30 A.M. P.M.



Sheriff 

Requesting Party: Kristine M. Anthou, Esq.
One Gateway Center, Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

STATE STREET BANK AND TRUST
AS CUSTODIAN FOR SERIES 1999-4
GRP 111, BY WASHINGTON MUTUAL
HOME LOANS, INC., AGENT,

CIVIL DIVISION

Plaintiff,

No.: 2001-1147-CD

vs.

STEVEN D. BELL AND
JERI H. BELL,

Defendants.

LONG FORM DESCRIPTION

ALL that certain tract or parcel of land situate in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the East side of State Route Number 1009 and on the North side of a fifty (50) foot right of way easement; thence along State Route Number 1009 North twenty-one degrees, twenty-six minutes, twenty-five seconds West (N 21° 26' 25" W), Three hundred eighty-one and fifty-five hundredths (381.55) feet to an iron jack post, the same also being the southwestern corner of lands now or formerly of Raymond Lauder; thence along lands now or formerly of Raymond Lauder South eighty-two degrees, six minutes, forty-five seconds East (S 82° 06' 45" E), Two hundred eighty-six and thirteen hundredths (286.13) feet to an iron pin, said iron pin also being the Northwest corner of Lot Number 9; thence along Lot Number 9 South twenty-one degrees, twenty-six minutes, twenty-five seconds East (S 21° 26' 25" E), Two hundred forty-one and four tenths (241.4) feet, to an iron pin on the North side of the aforementioned fifty (50) foot right of way; thence along said fifty (50) foot right of way South sixty-eight degrees, thirty-three minutes, thirty-five seconds West (S 68° 33' 35" W), Two hundred forty-nine and five-tenths (249.5) feet to an iron pin and place of beginning; containing 1.7841 acres. Being designated as Lot Number 8 as shown on the Subdivision Map of Charles A. and Dolores Hubler as prepared by Nicholas Shirokey, P.L.S. dated June 12, 1990 and intended to be recorded concurrently herewith.

ALSO granting and conveying unto the Grantees herein, their heirs, personal representatives, successors and assigns, a perpetual non-exclusive right of way for purposes of access, ingress, egress and regress in common with others, with said right of way being fifty (50) feet in width and which runs in a generally northeasterly direction off State Route 1009 for approximately 200 feet and then turning in a southeasterly direction for a total additional distance of approximately 978 feet to an earthen/gravel roadway, which then runs in a generally southwesterly direction until the same intersects with State Route 1009. Said earthen/gravel cartway over which Grantees, their heirs, personal representatives, successors and assigns, are also being granted a right of way has a width of approximately eighteen (18) feet.

GRANTEES hereby acknowledge that they have been advised that there are currently no existing community sewage facilities available for the premises herein conveyed and that for said premises to secure an individual sewage system, the Grantees are required to contact the local agency charged with administering the Pennsylvania Sewage Facilities Act (See 35 P.S. §750.1 et seq) in order to determine the proper procedure and requirements in obtaining a permit for an individual sewage system.

TAX PARCEL NUMBER: H-2.07A. MAP 124-Q9-246.

BEING KNOWN AS RR 2, BOX 41 F, Morrisdale, PA 16858.

BEING the same property which Charles A. Hubler and Dolores Hubler, incorrectly referred to in prior deeds as Delores Hubler, husband and wife, granted and conveyed to Steven D. Bell and Jeri H. Bell, husband and wife, as Tenants by the Entireties, by Deed dated November 1, 1995 and recorded November 6, 1995, in the Recorder of Deeds Office, Clearfield County, Pennsylvania in Deed Book Volume 1716, Page 277:

GRENN & BIRSIC, P.C.

By:



Kristine M. Anthou, Esquire

Pa. I.D. #77991

Attorneys for Plaintiff

One Gateway Center, Ninth Floor

Pittsburgh, PA 15222

(412) 281-7650

Deed Book Volume	1716
Page	277
Tax Parcel Number:	H-2.07A
Map	124-Q9-246

GRENNEN & BIRSIC, P.C.
ATTORNEYS AT LAW
ONE GATEWAY CENTER
NINTH FLOOR
PITTSBURGH, PENNSYLVANIA 15222
(412) 281-7650
FAX (412) 281-4398

March 16, 2005

VIA FAX TO 814 765-5915
AND FIRST CLASS MAIL

Clearfield County
Sheriff's Department
230 East Market Street
Clearfield, PA 16830

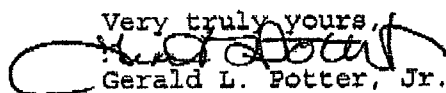
ATTENTION: REAL ESTATE DIVISION

Re: State Street Bank and Trust et al. vs. Bell
Docket Number: 2001-1147 CD
Bankruptcy Docket Number: 02-24623 TPA

Dear Sir/Madam:

Please be advised that this firm represents the Plaintiff with respect to the above-captioned matter. This letter shall serve as authorization for the Sheriff of Clearfield County to return the Writ that was sent to your office on January 26, 2005 for processing due to the Debtor's Bankruptcy Case being reinstated on March 3, 2005. If you have any questions, please feel free to contact me.

Very truly yours,


Gerald L. Potter, Jr.
Legal Assistant

cc:
Donald Hahn, Esquire